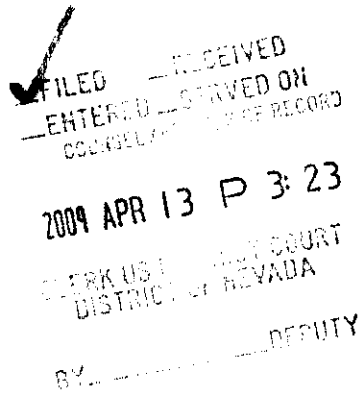


Case #: 2:08-cv-01758-KJD-RJJ  
Silvia Hernandez  
4164 Olive St.  
Las Vegas, NV 89104  
(702)689-7428

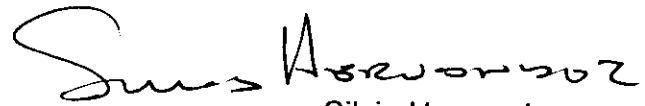
April 11, 2009



Judge Kent J. Dawson,

On September 19, 2008, I went to Save Your House, LLC (750 N. Eastern, Las Vegas, NV, 89101, 702-366-1320) because I was looking for a loan modification services. I signed a working agreement with Save Your House, LLC and paid \$500.00 on September 19, 2008. On October 14, 2008, Save Your House, LLC sent a letter to my bank, Countrywide, regarding my loan telling them that it had various irregularities and violations. On December 10, 2008, Countrywide sent a letter to us telling us that all the accusations made by Save Your House, LLC were wrong and that there are no irregularities and/or violations within my loan. On December 19, 2008, I found out that Save Your House, LLC and an attorney working with them, Ramon L. Dy-Ragos, Esq. sued Countrywide on my behalf. The only document that I ever signed was the working agreement. Now here in this working agreement is a lawsuit discussed or even mentioned. On January 5, 2009, I visited the offices of Save Your House, LLC and Ramon L. Dy-Ragos, Esq. On this day they prepared an attorney-client fee. Agreement contingent litigation document that they wanted me to sign. I refused. I told Save Your House, LLC and Ramon L. Dy-Ragos that I never authorized any lawsuit. On January 19, 2009 and March 17, 2009, I sent registered/certified letters to Ramon L. Dy-Ragos, Esq. and Save Your House, LLC and demanded that the complaint/cancelled immediately. The lawsuit continues to this date. I feel that this lawsuit that was filed by Save Your House, LLC and Ramon L. Dy-Ragos, Esq. has now hindered my ability to modify my loan with Countrywide, which is what I wanted in the first place.

Cordially,

  
Silvia Hernandez


April 11, 2009

Case #: 2:08-cv-01758-KJD-RJJ  
Silvia Hernandez  
4164 Olive St.  
Las Vegas, NV 89104  
(702)689-7428

Judge Kent J. Dawson,

We currently in chapter 13 case # 08-18949-lbr because I wanted to keep my home.  
Since December 08 I been sending my mortgage payment and a court payment to  
cover the months I was behind on my house with my bank countrywide,  
With this I think shows that I never wanted to sued countrywide

Cordially,

A handwritten signature in black ink, appearing to read "Silvia Hernandez", written in a cursive style.

Silvia Hernandez



**RECEIVED BY**

APR 13 2009

**STATE BAR OF NEVADA**

RECEIPT OF DOCUMENTS.

The State Bar of Nevada is in Receipt of: Complaint - Ramon Dy-Ragos

From: Silvia Hernandez

On this 13, day of April, 20 09.

Vanessa

State Bar of Nevada Employee

4/11/09

Case #: 2:08-cv-01758-KJD-RJJ  
Silvia Hernandez  
4164 Olive St.  
Las Vegas, NV 89104  
(702)689-7428  
[elgabriel02nv@terra.com](mailto:elgabriel02nv@terra.com)

And my complaint is against this attorney

Ramon L. Dy-Ragos, Esq.  
Nevada Bar No. 10343  
6540 S. Pecos Rd. Suite # 103  
Las Vegas, NV 8912  
702-366-1320 Office  
702-366-1356 Fax  
702-579-5656 Cell  
[dyragos.law.offices@gmail.com](mailto:dyragos.law.offices@gmail.com)

4/11/09

Case #: 2:08-cv-01758-KJD-RJJ  
Silvia Hernandez  
4164 Olive St.  
Las Vegas, NV 89104  
(702)689-7428  
[elgabriel02nv@terra.com](mailto:elgabriel02nv@terra.com)

And these are the names that have direct knowledge of all my allegations

Agustin Madrazo (foundation partner)  
6540 S. Pecos Rd. Suite # 103  
Las Vegas, NV 89120  
702-366-1320 Office  
702-366-1356 Fax  
702-813-1576 Cell  
[madrazo.agustin@gmail.com](mailto:madrazo.agustin@gmail.com)

Jesse Baca (president)  
6540 S. Pecos Rd. Suite # 103  
Las Vegas, NV 89120  
702-366-1320 Office  
702-366-1356 Fax  
702-541-3462 Cell  
[baca.jesse@gmail.com](mailto:baca.jesse@gmail.com)

ORIGINAL

COMP  
 RAMON L. DY-RAGOS, ESQ.  
 Nevada Bar No. 10343  
 750 N. Eastern Ave.  
 Las Vegas, Nevada 89101  
 702.579.5656  
 Attorney for Plaintiff(s)

DISTRICT COURT

CLARK COUNTY, NEVADA

SILVIA S. HERNANDEZ, an individual )

Plaintiff(s), )

vs. )

SAPPHIRE MORTGAGE, LLC, a Nevada )  
 Corporation; COUNTRYWIDE HOME )  
 LOANS, INC., a California Corporation; )  
 COUNTRYWIDE BANK, FSB, a Virginia )  
 Corporation; MORTGAGEIT, INC., a New )  
 York Corporation; EQUITY TITLE, LLC, a )  
 Nevada Corporation; DOE Individuals I )  
 through X, inclusive; and ROE Corporations I )  
 through X, inclusive, all other persons )  
 unknown claiming any right, title, estate, lien )  
 or interest in the real property described in the )  
 Complaint adverse to Plaintiff's ownership, or )  
 any cloud upon Plaintiff's title thereto, )

Defendant(s). )

A575131

Case No.

Dept No.

Code No.

ARBITRATION EXEMPTION CLAIMED  
 (CONCERNS TITLE TO REAL PROPERTY)

BUSINESS COURT REQUESTED

JURY TRIAL REQUESTED

COMPLAINT

COMES NOW RAMON L. DY-RAGOS, ESQ., Attorney for Plaintiff(s) SILVIA S.  
 HERNANDEZ, as and for a Complaint against Defendants and alleges as follows:

JURISDICTION AND PARTIES

1. Plaintiff SILVIA S. HERNANDEZ ("Plaintiff") is, and at all times material here,  
 was a bona fide resident and citizen of Clark County, State of Nevada.

2. Defendant, SAPPHIRE MORTGAGE, LLC ("SAPPHIRE"), is a Nevada  
 corporation duly licensed to conduct business in the State of Nevada at all times relevant hereto.

9. That the Defendant(s), SAPPHIRE and MORTGAGEIT, took Plaintiff(s)' "Loan" Application on or about, March 16, 2006, a document known as Uniform Residential Loan Application ("Application").

1 10. Plaintiff(s) is(are) the true and lawful owner of certain real property with legal  
2 description:

3 Lot Three (3) in Block One (1) of METROPOLITAN PARK UNIT NO.  
4 23, as shown by map thereof on file in Book 22 of Plats, Page 13, in the  
Office of the County Recorder of Clark County, Nevada.

5 with Assessor's Parcel Number 161-06-512-034 and commonly known as 4164 Olive St., Las  
6 Vegas, Clark County, Nevada ("subject property").

7 11. That the "loan" was originated less than three (3) years prior to the filing of the  
8 instant Complaint.

9 12. That the Defendant, SAPPHIRE, acted as the "mortgage broker" under the above  
10 reference "Loan."

11 13. That the Defendant, MORTGAGEIT acted as the "lender" under above referenced  
12 "Loan."

13 14. That the Defendant, EQUITY TITLE, acted as the "title company" under above  
14 referenced "Loan."

15 15. That the Plaintiff(s) was(were) provided various other documents at the closing of  
16 the loan transaction, including certain documents regarding the cost of the credit Plaintiff(s)  
17 received. Certain of these documents provided to the Plaintiff(s) are mandatory and required to  
18 be provided by the lender to a borrower under the Federal Truth in Lending Act ("TILA").

19 16. That Defendants did not generate a Good Faith Estimate ("GFE") in connection  
20 with the "Loan," or if a GFE was generated it has not been produced or a copy of it cannot  
21 be located.

22 17. That Defendant(s) generated, prior to the closing of the loan, on or about March 10,  
23 2006, a document known as a HUD-1 Settlement Statement "HUD-1."

24 18. That on or about August 31, 2007, Plaintiff(s) entered into a refinance agreement  
25 ("Refinance") of the original Loan.

26 19. That the "refinance" was originated less than three (3) years prior to the filing of  
27 the instant Complaint.  
28



1           20. That the Defendant(s), COUNTRYWIDE and/or COUNTRYWIDE FSB, in  
2 connection with the "refinance" generated a document on or about August 31, 2007, known  
3 as a Good Faith Estimate ("GFE").

4           21. That Defendant(s) generated, prior to the closing of the loan, on or about August 31,  
5 2007, a document known as a HUD-1 Settlement Statement "HUD-1."

6           22. That the Defendant(s) COUNTRYWIDE and/or COUNTRYWIDE FSB generated a  
7 document on or about August 31, 2007, known as Itemization of Amount Financed  
8 ("Itemization").

9                                   **FIRST CLAIM FOR RELIEF**  
10                                  **(Injunctive Relief - all named Defendants)**

11           23. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and  
12 fact as if fully set forth herein.

13           24. That during the period from March 16, 2006 to the date of the instant Complaint, the  
14 Defendant(s), MORTGAGEIT has (have) transferred, sold or otherwise assigned the above-  
15 referenced loan, or the loan servicing rights to Defendant(s), COUNTRYWIDE and/or  
16 COUNTRYWIDE FSB.

17           25. That the Defendant(s), COUNTRYWIDE and/or COUNTRYWIDE FSB, has(have)  
18 assumed the rights and obligations of the Defendant(s), MORTGAGEIT as a result of the  
19 transfer, and or assignment of the loan or loan servicing rights.

20           26. That, Defendant(s) COUNTRYWIDE and/or COUNTRYWIDE FSB alleged that it  
21 was the owner or servicer of the "Loan" in correspondence with Plaintiff(s).

22           27. That the Defendant(s), MORTGAGEIT, COUNTRYWIDE and/or  
23 COUNTRYWIDE FSB are currently attempting to foreclose, or have foreclosed, on the Deed of  
24 Trust recorded as security for the above-referenced loan obligation against the real property  
25 owned by Plaintiff(s).

26           28. That COUNTRYWIDE and/or COUNTRYWIDE FSB has not been able to produce  
27 the original copy of the Promissory Note.  
28

1 29. That without the original copy of the Note, COUNTRYWIDE and/or  
2 COUNTRYWIDE FSB had no authority and no standing to initiate a foreclosure action on the  
3 subject property.

4 30. That if Defendant(s) COUNTRYWIDE and/or COUNTRYWIDE FSB forecloses on  
5 the property Plaintiff(s) will be irreparably harmed in the loss of her real estate and  
6 investment in same.

7 31. That Plaintiff(s) are entitled to injunctive relief to prevent this harm.

8 32. That it has been necessary for Plaintiff(s) to retain the services of an attorney to  
9 prosecute this action and, therefore, Plaintiff(s) are entitled to reasonable attorney fees and costs  
10 of suit incurred herein.

11 **SECOND CLAIM FOR RELIEF**

12 **(Violations of Federal Truth in Lending Act 15 U.S.C. § 1601 *et seq.*- all named Defendants)**

13 33. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law  
14 and fact as if fully set forth herein.

15 34. That the HUD-1 document(s) provided to Plaintiff(s) contained material  
16 misrepresentations concerning the cost of the credit that Plaintiff(s) were obtaining, in  
17 particular, the finance charge was understated by an amount in excess of the statutory maximum  
18 under "TILA."

19 35. That the Defendants did not provide Plaintiff(s) the appropriate Consumer Handbook  
20 on Adjustable Rate Mortgages ("CHARM") in the case that a variable rate loan that was used.

21 36. That the Defendants did not fully disclose in the "GFE" the amount of the Yield  
22 Spread Premium to be paid to the "broker."

23 37. That as a result of the violations by the Defendants, Plaintiff(s) is (are) entitled to  
24 rescission under, specifically, 15 U.S.C. § 1635 (i)(2).

25 38. That it has been necessary for Plaintiff(s) to retain the services of an attorney to  
26 prosecute this action and, therefore, Plaintiff(s) are entitled to reasonable attorney fees and costs  
27 of suit incurred herein.  
28

THIRD CLAIM FOR RELIEF

(Violations of the Home Ownership and Equity Protection Act (HOEPA)  
within Regulation Z, 12 C.F.R. § 226 - all named Defendants)

39. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and fact as if fully set forth herein.

40. That the total points and fees payable by the Plaintiff(s) exceed the greater of 8% of the total loan amount or the permissible dollar amount as calculated in Regulation Z.

41. That the Defendant(s) did not furnish Plaintiff(s) with the necessary disclosures required by Regulation Z.

42. That as a result of the violations by the Defendant(s), Plaintiff(s) are entitled to rescission under, specifically, 12 C.F.R. § 226.15.

43. That it has been necessary for Plaintiff(s) to retain the services of an attorney to prosecute this action and, therefore, Plaintiff(s) are entitled to reasonable attorney fees and costs of suit incurred herein.

FOURTH CLAIM FOR RELIEF

(Violations of the Real Estate Settlement Procedures Act (RESPA),  
12 U.S.C. § 2601 *et seq.* - all named Defendants)

44. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and fact as if fully set forth herein.

45. That the Defendant(s) did not fully disclose in the "GFE" the amount of the Yield Spread Premium to be paid to the "broker."

46. That the Defendant(s) did not fully disclose to Plaintiff(s) the correct Notice on Servicing that the loan may be assigned, sold or transferred to any other person in violation of 12 U.S.C. 2605(a).

47. That Plaintiff(s) has(have) suffered harm and is statutorily entitled to actual damages, and in the case of a pattern or practice of noncompliance, damages of not more than \$1000.

48. That Defendant(s) individually or collectively received kickbacks, unearned fees, or a thing of value as part of the real estate settlement, entitling Plaintiff(s) to three (3) times the amount of the charge paid for such settlement service.

49. That it has been necessary for Plaintiff(s) to retain the services of an attorney to prosecute this action and, therefore, Plaintiff(s) are entitled to reasonable attorney fees and costs of suit incurred herein.

**FIFTH CLAIM FOR RELIEF**  
(Violations of NRS 598D.100- all named Defendants)

50. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and fact as if fully set forth herein.

51. That Defendant(s) willfully did not use any commercially reasonable means to determine if Plaintiff(s) had the ability to repay the loan prior to extending credit to Plaintiff(s).

52. That the "Loan" for the "subject property" was a home loan.

53. That Plaintiff(s) have been damaged in an amount in excess of \$10,000 as a result of the Defendants' violation of NRS 598D.100.

54. That Plaintiff(s) are entitled to three (3) times the amount of any damages sustained.

55. That in addition to other legal and equitable remedies, Plaintiff(s) is(are) entitled to cancellation of any pending foreclosure action or trustee sale.

56. That it has been necessary for Plaintiff(s) to retain the services of an attorney to prosecute this action and, therefore, Plaintiff(s) are entitled to reasonable attorney fees and costs of suit incurred herein.

**SIXTH CLAIM FOR RELIEF**  
(Breach of Duty of Good Faith and Fair Dealing - all named Defendants)

57. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and fact as if fully set forth herein.

58. That the March 16, 2006 "Loan" between Plaintiff(s) and Defendant(s) SAPPHIRE and MORTGAGEIT, memorialized by Promissory Note and Deed of Trust, constitutes a contract under Nevada law.

59. That the August 31, 2007 "Refinance" between Plaintiff(s) and Defendant(s) COUNTRYWIDE and/or COUNTRYWIDE FSB, memorialized by Promissory Note and Deed of Trust, constitutes a contract under Nevada law.

1 60. That every contract governed by Nevada law carries with it a duty of good faith and  
2 fair dealing imposed on the parties to the contract.

3 61. That during the application process, Plaintiff(s) expressed a desire to obtain a low  
4 interest fixed rate mortgage with a rate commensurate with their existing credit score.

5 62. That the Defendant(s) SAPPHIRE and MORTGAGEIT, violated that duty of good  
6 faith and fair dealing by misrepresenting to Plaintiff(s) the cost of the credit involved in the  
7 March 16, 2006 "loan."

8 63. That the Defendant(s) COUNTRYWIDE and/or COUNTRYWIDE FSB, violated  
9 that duty of good faith and fair dealing by misrepresenting to Plaintiff(s) the cost of the credit  
10 involved in the August 31, 2007 "refinance."

11 64. That the Defendant(s), violated that duty of good faith and fair dealing by quoting  
12 and giving the Plaintiff(s) a loan at a higher interest rate than their credit score qualified them  
13 for.

14 65. That the Defendant(s), violated that duty of good faith and fair dealing by giving  
15 conflicting disclosures of the type and structures of loan Plaintiff(s) would receive, which were  
16 not low interest and were not fixed rates.

17 66. That the Defendant(s), violated that duty of good faith and fair dealing by  
18 encouraging the Plaintiff(s) to assume a mortgage payment obligation that was much higher  
19 than the rental payments Plaintiff(s) was(were) used to making, resulting in payment shock.

20 67. That Plaintiff(s) have been damaged in an amount in excess of \$10,000 as a result of  
21 the Defendants' Breach of Duty of Good Faith and Fair Dealing.

22 68. It has been necessary for Plaintiff(s) to retain the services of an attorney to prosecute  
23 this action and pursuant to NRS 598.0999 Plaintiff(s) are entitled to reasonable attorney fees and  
24 costs of suit incurred herein.

25 **SEVENTH CLAIM FOR RELIEF**  
26 **(Fraud - all named Defendants)**

27 69. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and  
28 fact as if fully set forth herein.

1           70. That the Defendant(s) knowingly misrepresented material representations about the  
2 Plaintiff(s) on the "Application," specifically, but not limited to, the marital status, income and  
3 cash reserves, a violation of NRS 205.372 and NRS 205.375.

4           71. That the Defendant(s) knowingly misrepresented the type of loan, specifically that  
5 Plaintiff(s) were receiving, a low interest fixed rate mortgage when in fact they received a high  
6 interest variable rate mortgage OR a variable interest Home Equity Line of Credit ("HELOC")  
7 loan OR an option adjustable rate mortgage OR an interest only loan OR a jumbo loan OR a  
8 hybrid of one of the previously mentioned loans that was not a low interest fixed rate mortgage,  
9 a violation of NRS 205.372 and NRS 205.375.

10           72. That Defendant, SAPPHIRE, has been adjudicated criminally guilty in the Justice  
11 Court of Clark County, Nevada Case No. 08F09682ABCD.

12           73. That Plaintiff(s) have been damaged in an amount in excess of \$10,000 as a result of  
13 the Defendants' violation of NRS 205.372 and NRS 205.375.

14           74. It has been necessary for Plaintiff(s) to retain the services of an attorney to prosecute  
15 this action and, therefore, pursuant to NRS 598.0999 Plaintiff(s) is(are) entitled to reasonable  
16 attorney fees and costs of suit incurred herein.

17                           **EIGHTH CLAIM FOR RELIEF**  
18                           **(Deceptive Trade Practices - all named Defendants)**

19           75. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and  
20 fact as if fully set forth herein.

21           76. That the Defendant(s) knowingly misrepresented material representations about the  
22 Plaintiff(s) on the "Application," specifically, but not limited to, the marital status, income and  
23 cash reserves, a violation of NRS 598.0915.

24           77. That the Defendant(s) knowingly misrepresented the type of primary loan,  
25 specifically that Plaintiff(s) were receiving a low interest fixed rate mortgage when in fact they  
26 received a high interest variable rate mortgage OR a variable interest Home Equity Line of  
27 Credit ("HELOC") loan OR an option adjustable rate mortgage OR an interest only loan OR a  
28

1 jumbo loan OR a hybrid of one of the previously mentioned loans that was not a low interest  
2 fixed rate mortgage, a violation of NRS 598.0915.

3 78. That the Defendant(s) knowingly misrepresented the type of secondary loan.  
4 specifically that Plaintiff(s) were receiving, a low interest fixed rate mortgage when in fact they  
5 received a high interest variable rate mortgage OR a variable interest Home Equity Line of  
6 Credit ("HELOC") loan OR an option adjustable rate mortgage OR an interest only loan OR a  
7 jumbo loan OR a hybrid of one of the previously mentioned loans that was not a low interest  
8 fixed rate mortgage, a violation of NRS 598.0915.

9 79. That the Defendant(s) gave the Plaintiff(s) paperwork in English only without any  
10 accompanying translation, knowing that the Plaintiff(s)' primary language was not English, a  
11 violation of NRS 598.0915.

12 80. That the Defendant(s), SAPPHIRE, MORTGAGEIT, COUNTRYWIDE and/or  
13 COUNTRYWIDE FSB promoted, suggested or otherwise encouraged the Plaintiff(s) to assume  
14 a mortgage payment obligation that was much higher than the rental payments they were used to  
15 making. This severe and dramatic increase in the payment obligation resulted in payment  
16 shock.

17 81. That the Defendant(s) is(are) collectively in violation of NRS 598.0915 and subject  
18 to a civil penalty not to exceed \$5,000 for each violation.

19 82. That in the aggregate, Defendants' actions constitute predatory lending practices  
20 against Plaintiff(s).

21 83. It has been necessary for Plaintiff(s) to retain the services of an attorney to prosecute  
22 this action and, therefore, Pursuant to NRS 598.0999 Plaintiff(s) is(are) entitled to reasonable  
23 attorney fees and costs of suit incurred herein.

24 **NINTH CLAIM FOR RELIEF**  
25 **(Emotional Distress - all named Defendants)**

26 84. Plaintiff(s) reallege and incorporate by reference all preceding allegations of law and  
27 fact as if fully set forth herein.  
28

1 85. That as a result of Defendants' unlawful and illegal actions Plaintiff(s) have suffered  
2 extreme personal, mental and emotional anguish.

3 86. That a result of Defendants' unlawful foreclosure process Plaintiff(s) have been  
4 denied the quiet enjoyment of their property and homestead.

5 87. That as a result of Defendants' unlawful and illegal actions Plaintiff(s) have lost a  
6 substantial amount of their financial and emotional well-being.

7 88. That as a result of Defendants' unlawful and illegal actions Plaintiff(s) have been  
8 damaged in an amount in excess of \$10,000 and are entitled to money damages, punitive  
9 damages and other relief as the Court finds to be just and proper.

10 **TENTH CLAIM FOR RELIEF**  
11 **(Quiet Title - all named Defendants)**

12 89. That Defendant(s) herein has(have) recorded a Notice of Breach and Election to sell  
13 against the subject property and have begun the foreclosure process, or have actually foreclosed  
14 the subject property pursuant to the above referenced Deed of Trust.

15 90. That the actions of the Defendant(s) in initiating the foreclosure process by recording  
16 the Notice of Breach and Election to Sell constitute slander of title against the subject property.  
17 If the Defendant(s) has(have) foreclosed under Nevada's power of sale foreclosure law, such  
18 transfer of title to the Defendant or any third party is wrongful, invalid and a voidable  
19 transaction.

20 91. That Plaintiff(s) are entitled to an Order of the Eighth Judicial District Court,  
21 quieting title to the Plaintiff(s) and against the named Defendant(s) or any third party acquiring  
22 title by invalid voidable trustee's sale. That such Order is legally justified under Nevada  
23 Revised Statutes governing Quiet Title Actions and/or Declaratory Relief.

24 ///

25 ///

26 ///

27 ///

28 ///



1 WHEREFORE, Plaintiff(s) pray(s) for a Judgment jointly and severally as follows:

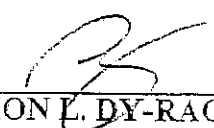
- 2 1. That an injunction Order be entered by this Court against Defendant(s);
- 3 2. That a rescission Order be entered by this Court against Defendant(s);
- 4 3. That Plaintiff(s) be awarded damages in an amount in excess of \$10,000.00; and
- 5 4. That by said Decree or Order, it be declared and adjudged that said Plaintiff(s) are
- 6 owners of the subject real property, in fee simple and that Defendant(s) and each of them have
- 7 no estate or interest whatsoever, in or to the subject real property, land and premises.
- 8 5. For attorney's fees and costs of suit, with respect to the filing and prosecution of this
- 9 lawsuit;
- 10 6. For such other relief as the Court finds to be just and proper.

11 DATED this, 5 day of November, 2008.

12

13 Respectfully Submitted By:

14

15 

16 **RAMON L. DY-RAGOS, ESQ.**

17 750 N. Eastern Ave.

18 Las Vegas, Nevada 89101

19 702.579.5656

20 Attorney for Plaintiff(s)

21

22

23

24

25

26

27

28

VERIFICATION

STATE OF NEVADA

COUNTY OF CLARK

I, Ramon L. Dy-Ragos, Esq., being first duly sworn, deposes and says:

1. That he is counsel for Plaintiff(s) in the above titled action: that he has read the foregoing Complaint, knows the contents thereof, and that the same is true of his own knowledge, except for those matters alleged upon information and belief, and as to those matters he believes them to be true.

2. Counsel verifies this pleading in place of Plaintiff(s) because the facts of the Complaint are within my knowledge.

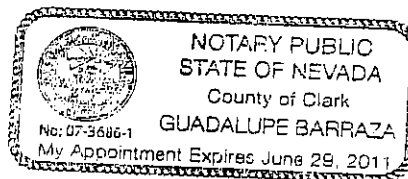
DATED this 5 day of November, 2008.

By:

Ramon L. Dy-Ragos, Esq.

SUBSCRIBED and SWORN to before me this 5th day of November, 2008.

Guadalupe Barraza  
NOTARY PUBLIC



[SEAL]

## District Case Inquiry - Case Summary

Home	Case 08-A-575131-B		Status CLOSED
Summary	Plaintiff Hernandez, Silvia S	Attorney ## Unknown ##	
Case Activity	Defendant Sapphire Mortgage LLC	Attorney ## Unknown ##	
Calendar	Judge Gonzalez, Elizabeth	Dept.	11
Continuance			
Minutes			
Parties	Filed Date 11/05/2008	Closed Date	02/12/2009
Judgments	Last Hear 02/12/2009	For MINUTE ORDER RE: REMOVAL TO FEDERAL COURT	
District Case	Outcome		
Party Search	Next Hear	For	
Corp. Search	Pre-trial	Trial	
Atty. Search	Disposed	Disposition	
Bar# Search	Consolidated		
ID Search			
Calendar Day			
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Comments &			
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# District Case Inquiry - Calendar

Home

Summary  
Case Activity  
Calendar  
Continuance  
Minutes  
Parties  
Judgments

**Case 08-A-575131-B**  
**Plaintiff** Hernandez, Silvia S  
**Defendant** Sapphire Mortgage LLC  
**Judge** Gonzalez, Elizabeth

**Status** CLOSED  
**Attorney ##** Unknown ##  
**Attorney ##** Unknown ##  
**Dept.** 11

Total of 4 entries, presently displaying 1 through 4.  
Entries are typically displayed most recent first.

District Case  
Party Search  
Corp. Search  
Atty. Search  
Bar# Search  
ID Search

Calendar Day  
Holidays

Help  
Comments &  
Feedback  
Legal Notice

Scheduled		Description	
Continued	Minutes	Judge	Room
Outcome		Scheduled For	
		Filed By	
02/12/2009		MINUTE ORDER RE: REMOVAL TO FEDERAL COURT	
	Yes	Gonzalez, Elizabeth	
		NP	
02/19/2009 at 09:00 AM		DEFT MORTGAGEIT'S MTN TO DISMISS /3	
		Gonzalez, Elizabeth	
VACATED		All Parties	
02/19/2009 at 09:00 AM		DEFT MORTGAGEIT'S MTN TO DISMISS /2	
		Gonzalez, Elizabeth	
VACATED		All Parties	
02/19/2009 at 09:00 AM		DEFT MORTGAGEIT'S MTN TO DISMISS /1	
		Gonzalez, Elizabeth	
VACATED		All Parties	

Click on "Yes" to view minutes for this hearing.

Entries: (1 - 4)

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## District Case Inquiry - Case Activity

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**Case 08-A-575131-B**

**Status** CLOSED

Summary  
Case Activity  
Calendar  
Continuance  
Minutes  
Parties  
Judgments

**Plaintiff** Hernandez, Silvia S  
**Defendant** Sapphire Mortgage LLC  
**Judge** Gonzalez, Elizabeth

Attorney ## Unknown ##  
Attorney ## Unknown ##  
Dept. 11

**Total of 16 entries, presently displaying 11 through 16.  
Entries are displayed most recent first.**

District Case  
Party Search  
Corp. Search  
Atty. Search  
Bar# Search  
ID Search

Calendar Day  
Holidays

[Help](#)  
[Comments & Feedback](#)  
[Legal Notice](#)

Filed Date	Description	Performed
11/14/2008	SUMMONS -SAPPHIRE MORTGAGE LLC	11/13/2008
	<b>Outcome</b> SERVICE DATE	
	<b>For</b> Sapphire Mortgage LLC	
	<b>Filed By</b> Hernandez, Silvia S	3 pages
11/14/2008	SUMMONS-COUNTRYWIDE BANK FSB	11/13/2008
	<b>For</b> Countrywide Bank FSB	
	<b>Filed By</b> Hernandez, Silvia S	3 pages
12/16/2008	SUMMONS -COUNTRYWIDE HOME LOANS INC	11/13/2008
	<b>Outcome</b> SERVICE DATE	
	<b>For</b> Countrywide Home Loans Inc	
	<b>Filed By</b> Hernandez, Silvia S	3 pages
11/14/2008	SUMMONS -EQUITY TITLE LLC	11/13/2008
	<b>For</b> Equity Title LLC	
	<b>Filed By</b> Hernandez, Silvia S	3 pages
11/05/2008	NOTICE OF LIS PENDENS	
	<b>For</b> Hernandez, Silvia S	
	<b>Filed By</b> Hernandez, Silvia S	2 pages
11/05/2008	COMPLAINT FILED Fee \$151.00	
	<b>For</b> Hernandez, Silvia S	13 pages

**Entries:** (1 - 10) | (11 - 16)

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# District Case Inquiry - Case Activity

Home

Case 08-A-575131-B

Status CLOSED

Summary  
Case Activity  
Calendar  
Continuance  
Minutes  
Parties  
Judgments

**Plaintiff** Hernandez, Silvia S  
**Defendant** Sapphire Mortgage LLC  
**Judge** Gonzalez, Elizabeth

**Attorney ##** Unknown ##  
**Attorney ##** Unknown ##  
**Dept.** 11

Total of 16 entries, presently displaying 1 through 10.  
Entries are displayed most recent first.

District Case  
Party Search  
Corp. Search  
Atty. Search  
Bar# Search  
ID Search  
  
Calendar Day  
Holidays  
  
Help  
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Legal Notice

Filed Date	Description	Performed
02/11/2009	NOTICE OF NON OPPOSITION TO DEFT MORTGAGEIT INCS MOTION TO DISMISS	
	For All Parties	
	Filed By Mortgageit Inc	2 pages
02/13/2009	CASE CLOSED	02/12/2009
	For All Parties	
02/12/2009	MINUTE ORDER RE: REMOVAL TO FEDERAL COURT	02/12/2009
	For NP	
01/16/2009	REQUEST FOR JUDICAL NTC	
	For All Parties	
	Filed By Mortgageit Inc	41 pages
01/16/2009	INITIAL APPEARANCE FEE DISCLOSURE	
	For Mortgageit Inc	
	Filed By Mortgageit Inc	3 pages
01/16/2009	DEFT MORTGAGEIT'S MTN TO DISMISS /3	02/19/2009
	For All Parties	19 pages
01/16/2009	DEFT MORTGAGEIT'S MTN TO DISMISS /2	02/19/2009
	For All Parties	19 pages
01/16/2009	DEFT MORTGAGEIT'S MTN TO DISMISS /1	02/19/2009
	For All Parties	19 pages
12/16/2008	NOTICE OF FILING NOTICE OF REMOVAL OF ACTION TO FEDERAL COURT	
	For All Parties	
	Filed By Equity Title LLC	25 pages
11/14/2008	SUMMONS - MORTGAGEIT INC	11/13/2008
	For Mortgageit Inc	
	Filed By Hernandez, Silvia S	3 pages

Entries: 1 - 10 | (11 - 16)

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## District Case Inquiry - Minutes

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**Case 08-A-575131-B**

**Status CLOSED**

Summary  
Case Activity  
Calendar  
Continuance  
Minutes

**Plaintiff** Hernandez, Silvia S  
**Defendant** Sapphire Mortgage LLC  
**Judge** Gonzalez, Elizabeth

**Attorney ##** Unknown ##  
**Attorney ##** Unknown ##  
**Dept.** 11

Parties  
Judgments

**Event** 02/12/2009 at

MINUTE ORDER RE: REMOVAL TO  
FEDERAL COURT

District Case  
Party Search  
Corp. Search  
Atty. Search  
Bar# Search  
ID Search

**Heard By** Gonzalez, Elizabeth

**Officers** Willa Pettice, Relief Clerk

<b>Parties</b> 0001 -	Hernandez, Silvia S	No
P1		
0002 -	Sapphire Mortgage LLC	No
D1		
0003 - D	Countrywide Home Loans Inc	No
0004 - D	Countrywide Bank FSB	No
0005 - D	Mortgageit Inc	No
0006 - D	Equity Title LLC	No

Calendar Day  
Holidays

Help  
Comments &  
Feedback  
Legal Notice

Pursuant to the Notice of Removal to Federal Court filed in this matter,  
COURT ORDERED, case CLOSED.

**Due to time restraints and individual case loads, the above case record may not reflect all  
information to date.**

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**United States District Court  
District of Nevada (Las Vegas)  
CIVIL DOCKET FOR CASE #: 2:08-cv-01758-KJD-RJJ**

Hernandez v. Sapphire Mortgage, LLC., et al  
Assigned to: Judge Kent J. Dawson  
Referred to: Magistrate Judge Robert J. Johnston  
Cause: 15:1601 Truth in Lending

Date Filed: 12/12/2008  
Jury Demand: Plaintiff  
Nature of Suit: 371 Truth in Lending  
Jurisdiction: Diversity

**Plaintiff**

**Silvia S Hernandez**

represented by **Ramon Dy-Ragos**  
750 N. Eastern Ave.  
Las Vegas , NV 89101  
702-579-5656  
Email: dyragos.law.offices@gmail.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Sapphire Mortgage, LLC**

**Defendant**

**Countrywide Home Loans, Inc.**

represented by **J. Christopher Jorgensen**  
Lewis and Roca LLP  
3993 Howard Hughes Parkway  
Suite 600  
Las Vegas , NV 89169  
702-385-3373  
Fax: 702-949-8398  
Email: cjorgensen@lrlaw.com  
*LEAD ATTORNEY*

**Diana S. Erb**  
Lewis and Roca LLP  
3993 Howard Hughes Parkway  
Las Vegas , NV 89169  
(702) 474-2635  
Fax: (702) 216-6176  
Email: derb@lrlaw.com  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Countrywide Bank FSB**

represented by **J. Christopher Jorgensen**  
(See above for address)



*LEAD ATTORNEY***Diana S. Erb**

(See above for address)

*ATTORNEY TO BE NOTICED***Defendant****MortgageIt, Inc.**represented by **Mark G Tratos**

Greenberg Traurig LLP

3773 Howard Hughes Pkwy

Suite 500 North

Las Vegas , NV 89169

(702) 792-3773

Fax: (702) 792-9002

Email: tratosm@gtlaw.com

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***F. Christopher Austin**

Greenberg Traurig LLP

3773 Howard Hughes Pkwy

Suite 500 North

Las Vegas , NV 89109-

Email: austinc@gtlaw.com

*ATTORNEY TO BE NOTICED***Laraine M I Burrell**

Greenberg Traurig, LLP

3773 Howard Hughes Parkway

Suite 400 North

Las Vegas , NV 89169

702-792-3773

Fax: 702-792-9002

Email: burrelll@gtlaw.com

*ATTORNEY TO BE NOTICED***Defendant****Equity Title, LLC**represented by **Marilyn Fine**

Meier &amp; Fine, LLC

2300 West Sahara Avenue

Suite 200

Las Vegas , NV 89102

702-673-1000

Fax: 702-673-1001

Email:

aembrey@nvbusinesslawyers.com

*ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
------------	---	-------------

12/12/2008	1	PETITION FOR REMOVAL from Eighth Judicial District Court, Case Number A575131, (Filing fee \$ 350 receipt number 0978000000001078454), filed by equity title, llc. (Attachments: # 1 Civil Cover Sheet)(Fine, Marilyn) (Entered: 12/12/2008)
12/12/2008		Case assigned to Judge Kent J. Dawson and Magistrate Judge Robert J. Johnston. (AXM) (Entered: 12/12/2008)
12/12/2008	2	NOTICE PURSUANT TO LOCAL RULE IB 2-2: In accordance with 28 USC § 636(c) and FRCP 73, the parties in this action are provided with a link to the "AO 85 Notice of Availability, Consent, and Order of Reference - Exercise of Jurisdiction by a U.S. Magistrate Judge" form on the Court's website - link. <b>Consent forms should NOT be electronically filed.</b> Upon consent of all parties, counsel are advised to manually file the form with the Clerk's Office. <b>(no image attached)</b> (AXM) (Entered: 12/12/2008)
12/12/2008	3	MINUTE ORDER IN CHAMBERS of the Honorable Judge Kent J. Dawson, on 12/12/2008. Statement regarding removed action is due by 12/27/2008 Joint Status Report regarding removed action is due by 1/11/2009 (Copies have been distributed pursuant to the NEF - AXM) (Entered: 12/12/2008)
12/19/2008	4	STATEMENT RE: REMOVAL filed by Defendant Equity Title, LLC. (Fine, Marilyn) (Entered: 12/19/2008)
12/30/2008	<del>4</del> 5	MOTION to Dismiss <i>or Alternatively, Motion for Summary Judgment</i> by Defendant Equity Title, LLC. Responses due by 1/17/2009. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E)(Fine, Marilyn) (Entered: 12/30/2008)
12/30/2008	6	DECLARATION of Certificate of Mailing re 5 MOTION to Dismiss <i>or Alternatively, Motion for Summary Judgment</i> ; by Defendant Equity Title, LLC. (Fine, Marilyn) (Entered: 12/30/2008)
01/18/2009	7	RESPONSE to 5 MOTION to Dismiss <i>or Alternatively, Motion for Summary Judgment</i> , filed by Plaintiff Silvia S Hernandez. Replies due by 2/1/2009. (Dy-Ragos, Ramon) (Entered: 01/18/2009)
01/27/2009	8	REPLY to Response to 5 MOTION to Dismiss <i>or Alternatively, Motion for Summary Judgment</i> ; filed by Defendant Equity Title, LLC. (Fine, Marilyn) (Entered: 01/27/2009)
02/02/2009	9	NOTICE by Defendants Countrywide Home Loans, Inc., Countrywide Bank FSB <i>Notice of Consent to Removal</i> (Jorgensen, J.) (Entered: 02/02/2009)
02/09/2009	10	ANSWER to Complaint re 1 Petition for Removal filed by Countrywide Home Loans, Inc., Countrywide Bank FSB. Certificate of Interested Parties due by 2/19/2009. Discovery Plan/Scheduling Order due by 3/26/2009. (Jorgensen, J.) (Entered: 02/09/2009)
02/17/2009	11	NOTICE by Defendant MortgageIt, Inc. <i>Notice of Consent to Removal</i> (Burrell, Laraine) (Entered: 02/17/2009)
02/17/2009	<del>11</del> 12	MOTION to Dismiss by Defendant MortgageIt, Inc.. Responses due by

		3/7/2009. (Burrell, Laraine) (Entered: 02/17/2009)
02/17/2009	13	EXHIBIT(s) <i>Request for Judicial Notice</i> to 12 MOTION to Dismiss ; filed by Defendant MortgageIt, Inc.. (Burrell, Laraine) (Entered: 02/17/2009)
02/18/2009	14	CERTIFICATE of Interested Parties filed by Countrywide Home Loans, Inc., Countrywide Bank FSB. Identifying Other Affiliate Bank Of America for Countrywide Bank FSB, Countrywide Home Loans, Inc.. (Jorgensen, J.) (Entered: 02/18/2009)
02/27/2009	15	CERTIFICATE of Interested Parties filed by MortgageIt, Inc.. Identifying Other Affiliate Deutsche Bank AG, Other Affiliate MIT Holdings, Inc., Other Affiliate DB Structured Products, Inc., Other Affiliate DB U.S. Financial Markets Holding Corporation, Other Affiliate Taunus Corporation for MortgageIt, Inc.. (Burrell, Laraine) (Entered: 02/27/2009)

		Home Loans, Inc., Countrywide Bank FSB. Certificate of Interested Parties due by 2/19/2009. Discovery Plan/Scheduling Order due by 3/26/2009. (Jorgensen, J.) (Entered: 02/09/2009)
02/17/2009	11	NOTICE by Defendant MortgageIt, Inc. <i>Notice of Consent to Removal</i> (Burrell, Laraine) (Entered: 02/17/2009)
02/17/2009	12	MOTION to Dismiss by Defendant MortgageIt, Inc.. Responses due by 3/7/2009. (Burrell, Laraine) (Entered: 02/17/2009)
02/17/2009	13	EXHIBIT(s) <i>Request for Judicial Notice</i> to 12 MOTION to Dismiss ; filed by Defendant MortgageIt, Inc.. (Burrell, Laraine) (Entered: 02/17/2009)
02/17/2009		(Court only) **NON-PUBLIC** Attorney update in case: Attorney F. Christopher Austin for MortgageIt, Inc., Mark G Tratos for MortgageIt, Inc. added. (MJZ) (Entered: 02/20/2009)
02/18/2009	14	CERTIFICATE of Interested Parties filed by Countrywide Home Loans, Inc., Countrywide Bank FSB. Identifying Other Affiliate Bank Of America for Countrywide Bank FSB, Countrywide Home Loans, Inc.. (Jorgensen, J.) (Entered: 02/18/2009)
02/18/2009		(Court only) **NON-PUBLIC** Deadlines/Hearings terminated, CIP. (AXM) (Entered: 02/18/2009)
02/27/2009	15	CERTIFICATE of Interested Parties filed by MortgageIt, Inc.. Identifying Other Affiliate Deutsche Bank AG, Other Affiliate MIT Holdings, Inc., Other Affiliate DB Structured Products, Inc., Other Affiliate DB U.S. Financial Markets Holding Corporation, Other Affiliate Taunus Corporation for MortgageIt, Inc.. (Burrell, Laraine) (Entered: 02/27/2009)
03/12/2009	16	NOTICE by Defendant MortgageIt, Inc. <i>Notice of Non-Opposition to Defendant MortgageIT, Inc.'s Motion to Dismiss</i> (Burrell, Laraine) (Entered: 03/12/2009)
03/26/2009	17	PROPOSED Discovery Plan/Scheduling Order filed by Defendants Countrywide Home Loans, Inc., Countrywide Bank FSB. (Jorgensen, J.) (Entered: 03/26/2009)
03/30/2009	<del>17</del> 18	MOTION for Judgment <i>on the Pleadings or, Alternatively, for Summary Judgment</i> by Defendants Countrywide Home Loans, Inc., Countrywide Bank FSB. Responses due by 4/17/2009. (Attachments: # 1 Exhibit A - K) (Jorgensen, J.) (Entered: 03/30/2009)
03/30/2009	<del>18</del> 19	MOTION for Leave to File <i>Amended Answer to Complaint</i> by Defendants Countrywide Home Loans, Inc., Countrywide Bank FSB. Motion ripe 3/30/2009. (Jorgensen, J.) (Entered: 03/30/2009)
03/31/2009	20	Submission of PROPOSED ORDER filed by Defendant MortgageIt, Inc. <i>Proposed Order Granting Defendant MortgageIT, Inc.'s Motion to Dismiss</i> . (Burrell, Laraine) (Entered: 03/31/2009)
04/01/2009	21	ORDER granting <u>12</u> Motion to Dismiss. MortgageIt, Inc. terminated. Clerk shall enter Judgment for Defendant MortgageIT, Inc. only. Signed

		by Judge Kent J. Dawson on 4/1/09. (Copies have been distributed pursuant to the NEF - ASB) (Entered: 04/01/2009)
04/01/2009	22	CLERK'S JUDGMENT in favor of MortgageIt, Inc. and against Silvia S Hernandez. Signed by Clerk of Court, Lance S. Wilson on 4/1/09. (Copies have been distributed pursuant to the NEF - ASB) (Entered: 04/01/2009)
04/02/2009	23	SCHEDULING ORDER re: 17 Proposed Discovery Plan/Scheduling Order. Discovery due by 6/30/2009. Motions due by 7/30/2009. Proposed Joint Pretrial Order due by 8/31/2009. Signed by Magistrate Judge Robert J. Johnston on 4/2/09. (Copies have been distributed pursuant to the NEF - ASB) (Entered: 04/02/2009)

Ramon L. Dy-Ragos, Esq.  
Nevada Bar No. 10343  
6450 S. Pecos Road Suite 103  
Las Vegas, NV 89120

Save Your House LLC  
6450 S. Pecos Road Suite 103  
Las Vegas, NV 89120

March 17, 2009

Regarding Case Number: A575131  
Client: Silvia S. Hernandez

To: Ramon L. Dy-Ragos, Esq. and Save Your House

Mr. Ramon L. Dy-Ragos and Save Your House LLC:

On January 19, 2009, I sent a certified letter to your office stating that I had never authorized any lawsuit against Countrywide. I also asked that you immediately withdraw this lawsuit and/or complaint.

Since this has not been done, I am again submitting this request.

Please provide me, in writing, proof of cancellation of said lawsuit and/or complaint.

Sincerely,

Silvia S. Hernandez

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ramon L. DY-RAGOS ESO  
Nevada Bar #10343  
6540 S. Pecos RD  
SUITE #103  
LAS Vegas NV 89120

2. Article Number

7008 1830 0004 2603 7155

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

3-23

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SAVE YOUR HOUSE LLC  
6540 S. Pecos RD  
SUITE #103  
LAS Vegas NV 89120

2. Article Number

(Transfer from service label)

7008 1830 0004 2603 7162

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-23

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Ramon L. Dy-Ragos, Esq.  
Nevada Bar No. 10343  
6540 S. Pecos Road Suite 103  
Las Vegas, NV 89120

January 19, 2009

Regarding Case Number: A575131  
Client: Silvia S. Hernandez

To: Ramon L. Dy-Ragos, Esq.

Mr. Dy-Ragos,

I never signed to initiate this complaint against Countrywide. I would like to cancel the complaint immediately.

The working agreement I signed and initialed at your office had nothing to do about suing Countrywide. I simply came to you for help with a loan modification to help me save my house.

Please provide me in writing proof of cancellation of this complaint.

Sincerely,

Silvia S. Hernandez



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

RAMON L. DY - RAGOS ESQ.  
 6540 S. PECOS ROAD  
 SUITE #103  
 LAS VEGAS NV 89120

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *Rafael R. Rios*

☐ Agent☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number

(Transfer from service label)

7008 1830 0004 2596 8313



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
BUREAU OF CONSUMER PROTECTION  
555 East Washington Avenue, Suite 3900 Las Vegas, Nevada 89101  
Telephone (702) 486-3786 · Fax (702) 486-3283

MAR 16 2009

## CONSUMER COMPLAINT FORM

Thank you for taking the time to complete this complaint form. Upon receipt of your complaint, a member of our staff will review your complaint. This process can be lengthy. It may take from two to eight weeks to get a response depending on the circumstances and the information you are able to provide with your complaint.

**INSTRUCTIONS:** Please type or print your complaint in ink and complete the form fully.

### SECTION 1.

#### CONSUMER COMPLAINT

Your First Name: SILVIA  
Your Last Name: HERNANDEZ  
Your Address: 4164 OLIVE ST.  
LAS VEGAS NV 89104  
(City) (State) (Zip)  
Your Phone Number (#): 689-7428  
Your Mobile #: \_\_\_\_\_  
Your Fax #: \_\_\_\_\_  
Your Email: \_\_\_\_\_  
Your Date of Birth: 10-05-66

#### YOUR COMPLAINT IS AGAINST

Individual/Business: SAVE YOUR HOUSE  
If Business, Contact Person: RAMON L. DI-RAGOS ESQ.  
AGUSTIN MADRAZO  
Individual/Business Address: JESSE BACA  
SUITE #103 6540 S. PECOS RD.  
LAS VEGAS NV 89104  
(City) (State) (Zip)  
Individual/Business Phone #: 366-1320  
Individual/Business Mobile #: \_\_\_\_\_  
Individual/Business Fax #: 366-1356  
Individual/Business Email: madrazo.agustin@gmail.com  
baca.jesse@gmail.com  
Individual/Business Web Site: \_\_\_\_\_

### SECTION 2.

Did you make any payments to this individual or business? Yes ☒ No ☐  
If yes, please provide:

Date of payments: 9/19/08  
Form of payments: CASH \$500.00  
Total amount of payments: 1

### SECTION 3.

Please detail the nature of your complaint against the above named individual or business. Include the "who, what, when, why, and where" of your complaint. You may use additional sheets if necessary.

My complaint is: ON SEPTEMBER 19, 2008. I WENT TO SAVE YOUR HOME, LLC  
(750 N. EASTER, LAS VEGAS, NV, 89101, 702-366-1320 BECAUSE  
I WAS LOOKING FOR LOAN MODIFICATION SERVICES.

HOUSE  
 I SIGNED A WORKING AGREEMENT WITH SAVE YOUR HOME, LLC  
 AND PAID \$500.00 ON SEPT. 19, 2008. ON OCT. 14, 2008, I  
 RECEIVED A LETTER FROM MY BANK, COUNTRYWIDE,  
 REGARDING SOME INFORMATION AND/OR REQUEST THAT

#### SECTION 4.

List and attach photocopies (no originals) of any relevant documents, agreements, correspondence, or receipts that support your complaint. Copy both sides of any canceled checks that pertain to this complaint.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_
- g. \_\_\_\_\_
- h. \_\_\_\_\_
- i. \_\_\_\_\_

#### SECTION 5.

Sign and date this form. The Bureau of Consumer Protection cannot process any unsigned, incomplete, or illegible complaints.

I understand that the Attorney General is **not my private attorney**, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Bureau of Consumer Protection does **not** represent private citizens seeking refunds or other legal remedies. I am filing this complaint to notify the Bureau of Consumer Protection of the activities of a particular business or individual. I understand that the information contained in this complaint may be used to establish violations of Nevada law in both private and public enforcement actions. I authorize the Bureau of Consumer Protection to send my complaint and supporting documents to the individual or business identified in this complaint. I understand that this complaint is also subject to disclosure under Nevada's Public Record Law.

I certify that the information provided on this form is true and correct to the best of my knowledge.

Silvia Hernandez  
 (Signature)

SILVIA HERNANDEZ  
 (Print Name)

Date: 3/16/09

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name)

Date: \_\_\_\_\_

**CONTINUE:**

SAVE YOUR <sup>HOUSE</sup> ~~HOME~~, LLC HAD ASKED ON MY BEHALF. DECEMBER 19 2008. I FOUND OUT THAT SAVE YOUR HOME, LLC AND AN ATTORNEY WORKING WITH THEM, RAMON L. DY-RAGOS, ESQ (702-579-5656 / dyragos.law.offices@gmail.com) SUE D COUNTRYWIDE ON MY BEHALF. THE ONLY DOCUMENT THAT I AGREED TO AND SIGNED WAS THE WORKING AGREEMENT. NOW HERE IN THIS WORKING AGREEMENT IS A LAWSUIT DISCUSSED OR EVEN MENTIONED. ON JANUARY 5, 2009 I VISITED THE OFFICES OF SAVE YOUR HOUSE, LLC AND RAMON L. DY-RAGOS, ESQ. ON THIS DAY THEY PREPARED AN ATTORNEY-CLIENT FEE AGREEMENT CONTINGENT LITIGATION DOCUMENT THAT THEY WANTED ME TO SIGN. I REFUSED. I TOLD SAVE YOUR HOUSE, LLC AND RAMON L. DY-RAGOS THAT I HAD NEVER AUTHORIZED ANY LAWSUIT. ON JANUARY 19, 2009, I SENT A REGISTERED / CERTIFIED LETTER TO RAMON L. DY-RAGOS, ESQ. AND DEMANDED THAT THE COMPLAINT / CANCELED IMMEDIATELY. THE LAWSUIT, CONTINUES TO THIS DATE. I FEE THAT THIS LAWSUIT THAT WAS FILED BY SAVE YOUR HOUSE, LLC. AN RAMON L. DY-RAGOS HAS NOW HINDERED MY ABILITY TO MODIFY MY LOAN WITH SILVIA HERNANDEZ 3/16/09

Sum - Arzu - m - m

**CONTINUE:**

COUNTRYWIDE, WHICH IS WHAT I WANTED IN  
THE FIRST PLACE.

SILVIA HERNANDEZ 3/16/09

Silvia Hernandez

## WORKING AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This AGREEMENT, executed in triplicate with each party receiving an executed original, is made between SAVE YOUR HOUSE LLC, hereafter referred to as "Corporation," and Silvia Hernandez hereafter referred to as "Clients."
2. **CONDITIONS.** This AGREEMENT will not take effect, and Corporation will have no obligation to provide debt counseling services until Client returns a signed copy of this AGREEMENT and pays the initial deposit called for under paragraph 6 below.
3. **SERVICES TO BE PROVIDED.** The services to be provided by Corporation to Clients are as follows:
  - a. Assistance with the mortgage on the property located at 4164 Olive Street, Las Vegas, Nv 89104, Parcel # \_\_\_\_\_ "Property". Negotiation with \_\_\_\_\_ regarding Loan # \_\_\_\_\_ including but not limited to:
    - i. SH obtaining an affordable monthly payment,
    - ii. SH requesting a deferment,
    - iii. SH requesting a forbearance,
    - iv. SH requesting a loan modification,
    - v. SH requesting a repayment plan
    - vi. SH requesting a short sale,
    - vii. SH requesting a deed-in-lieu of foreclosure,
    - viii. SH requesting a foreclosure,
  - b. Negotiation with the following credit reporting agencies to verify credit report is current and accurate:
    - i. SH Equifax,
    - ii. SH Experian
    - iii. SH Trans Union
  - c. Other services, if any, to be determined on an as needed basis and accounted for on a separate Working Agreement or Separate Fee Agreement.
    - i. SH filing bankruptcy in the appropriate Federal District Court.
4. **RESPONSIBILITIES OF CORPORATION.** Corporation will perform the services called for under this AGREEMENT, keep Clients informed of progress and developments, and respond promptly to Clients' inquiries and communications.
5. **RESPONSIBILITIES OF CLIENTS.** Client agrees to the following and understands that failure to perform the Client responsibilities will result in forfeiting all fees paid to Corporation. Clients will:

- a. SH Be truthful and cooperative with Corporation;
- b. SH Keep Corporation reasonably informed of developments and of Clients' address, telephone numbers and whereabouts;
- c. SH Timely make any payments required by this AGREEMENT.
- d. SH Timely provide necessary paperwork listed on Document Checklist.
- e. SH Assign a 5% interest in the property to be held in trust by Corporation

6. **DEPOSIT FOR FEES.** Clients will pay to Corporation an initial deposit of \$500, to be received by Corporation on or before September 19, 2008, and to be applied against fees incurred by Clients. Unless and until this deposit is paid and Client has delivered to Corporation a signed copy of this AGREEMENT, Client understands and agrees that Corporation will have no obligation to provides services. This deposit is refundable up to 72 hours after signing this agreement. If after the 72 hours, the Corporation has determined that the Client will benefit from Corporation's services and the Client has not substantially begun the negotiation process, the deposit will be forfeited to the Corporation.

7. **FEES.** Clients will pay Corporation \$2995 as compensation for the services provided under this AGREEMENT. This amount covers all initial expenses incurred by Corporation in beginning the negotiating process. In the event this AGREEMENT is terminated prior to a resolution of the matter, Corporation shall be entitled to compensation for work performed calculated based on actual hours worked at a rate of \$100 per hour, not to exceed the fee listed above.

If Corporation performs as specified in this AGREEMENT but information provided by Client is incorrect and/or insufficient, thus causing results not satisfactory to the intent of this AGREEMENT, Client acknowledges and agrees there will be no refund of fees.

8. **DISCLAIMER OF GUARANTEE.** Client understands and agrees that nothing contained in this AGREEMENT, and nothing in Corporation's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Client further understands and specifically agrees that Corporation has made no such promise or guarantee of any kind, and that all of Corporation's comments or statements to Client concerning the outcome of this matter are merely expressions of Corporation's opinions concerning this matter.
9. **LIABILITY.** Liability of Corporation is limited to the money received in connection with services rendered. The exclusive remedy for Client under this AGREEMENT is the reimbursement of fees paid to Corporation. All other remedies, including without limitation, incidental and / or consequential damages, are excluded.
10. **WARRANTIES.** Client represents and warrants that the person or persons signing this AGREEMENT have full authority to enter into this AGREEMENT for themselves or on behalf of the entities for whom they have acted in signing this AGREEMENT, and to effectuate its terms.

11. **GOVERNING LAW.** This AGREEMENT shall be governed by and construed under the laws of the State of Nevada.
12. **ENTIRE AGREEMENT.** This AGREEMENT is the entire AGREEMENT between Corporation and Client. No other agreements, statements or promises made on or before the effective date of this AGREEMENT are binding on Corporation or Client.
13. **SEVERABILITY.** If any provision of this AGREEMENT is held in whole or in part to be invalid or unenforceable for any reason, the remainder of that portion of the AGREEMENT will be severed, and the remainder of this AGREEMENT will remain in full force and effect as though the invalid or unenforceable portion had never existed.
14. **PRIVATE CORPORATION.** Client understands that Corporation is a private company and is not affiliated with any government organization.
15. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this agreement will be the date when it is executed by the Corporation and the Client.

The foregoing is agreed to by:

Simone A. Baca  
Client

9/19/08  
Date

Address: 4164 OLIVE ST. LV NV 89104

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
SAVE YOUR HOUSE LLC

\_\_\_\_\_  
Date

By: Jesus O. Baca  
Title: President  
Address: 750 N Eastern  
Las Vegas, NV 89101



### DOCUMENT CHECKLIST

- ☐ Application Package
- ☐ Payroll stubs or proof of income for last 60 days. If self employed, last 2 years' Profit and loss or last 2 years' Schedule C
- ☐ Bank statements for last 60 days.
- ☐ Federal income tax returns including all schedules, for last 2 years.
- ☐ Mortgage coupon book or statements from lender for last 60 days.
- ☐ Hardship letter
- ☐ Supporting documents for hardship letter, (hospital bills, unemployment, credit card bills, relocation, military activation, lender's statement for ARM)
- ☐ Correspondence received from the lender, payment processing company, courts, or any other entity in connection with the mortgage

September 19, 2008

Name: Silvia Hernandez

Address: 4164 Olive St , Las Vegas, Nv 89104

Telephone: (702) 366-1320

Mortgage Co:

Loan No:

To Whom It May Concern:

I am writing this letter to explain my unfortunate set of circumstances that have caused us to become delinquent on our mortgage. We have done everything in our power to make ends meet but unfortunately we have fallen short and would like you to consider working with us to modify our loan. Our number one goal is to keep our home and we would really appreciate the opportunity to do that. I/We, Silvia Hernandez , are requesting that you review my financial situation to see if I/We qualify for any workout option.

I/We are having problems making my monthly payments because of financial difficulties created by:

- ☒ Unemployment
- ☒ Reduced Income
- ☐ Divorce
- ☐ Separation
- ☐ Medical Bills
- ☒ Too Much Debt
- ☐ Death of my Spouse
- ☐ Death of a family member

- ☒ Payment Increase
- ☐ Business Failure
- ☐ Job Relocation
- ☐ Illness
- ☐ Damage to Property
- ☐ Military Service
- ☐ Incarceration
- ☐ Other \_\_\_\_\_

This difficulty or situation happened on or about this date Nov/2007

I/We believe that my/our situation is ☐ Temporary ☒ Permanent

This is a brief account of the situation is as follows: (explain your situation... tell them you feel you can now afford your payments)

I/We, (your name), state the information provided above to be true and correct to the best of my/our knowledge.

Silvia Hernandez 9/19/08  
Borrower's Signature Date

\_\_\_\_\_  
Co-Borrower's Signature Date

**AUTHORIZATION TO RELEASE INFORMATION**

SAVE YOUR HOUSE, LLC  
 750 N Eastern Ave, Las Vegas, NV 89101  
 Phone: (702) 366-1320 Fax: (877) 866-6248

Date: September 19, 2008 \_\_\_\_\_  
 Borrower: Silvia Hernandez \_\_\_\_\_  
 Property Address: 4164 Olive St , Las Vegas, Nv 89104 \_\_\_\_\_  
 Telephone #: (702) 366-1320 \_\_\_\_\_  
 Loan #: \_\_\_\_\_  
 Lender's Name: \_\_\_\_\_  
 Lender Contact: \_\_\_\_\_  
 Lender's address: \_\_\_\_\_  
 Lender's Phone #: \_\_\_\_\_  
 Lender Fax #: \_\_\_\_\_

I (We) hereby authorize the Lender named above to release information regarding the above referenced loan to SAVE YOUR HOUSE, LLC. This authorization or a copy of it may be sent via facsimile or electronically and be fully valid and binding as an original. This authorization is a continuing authorization for SAVE YOUR HOUSE, LLC to receive information about my (our) loan, including duplicates of any notices sent to me (us) regarding my (our) loan. In addition, I (we) hereby authorize Lender to discuss any aspect of our loan with SAVE YOUR HOUSE, LLC.

Silvia Hernandez  
 Borrower

10-05-66  
 Date of Birth

623-16-8576  
 Social Security #

Borrower

Date of Birth

Social Security #

**Save Your Home, LLC***Saving the American Dream*

750 N Eastern  
Las Vegas, Nv 89101  
Phone 702-366-1320 Fax 866-877-6248

**DATE:** September 19, 2008  
**INVOICE #** 109  
**FOR:** Debt Restructure  
Consultation

**Bill To:**

Silvia Hernandez  
4164 Olive St  
Las Vegas, Nv 89104  
(702) 689-7428

DESCRIPTION	AMOUNT
Total Service Fee	\$2,995.00
Payment September 19, 2008	\$500.00
<b>Total Balance Due</b>	<b>\$2,495.00</b>
<b>Total Paid Today</b>	<b>\$500.00</b>



400 COUNTRYWIDE WAY, SV-11  
SIMI VALLEY, CA 93065

(805) 520-5100  
(805) 577-3439 FAX

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED #7008 0150 0000 8192 1206**

December 10, 2008

Silvia Hernandez  
4164 Olive Street  
Las Vegas, NV 89104-5112

Re: CHL Loan Number: 135806192  
Property Address: 4164 Olive Street, Las Vegas, NV 89104

Dear Ms. Hernandez:

Countrywide Home Loans, Inc., ("Countrywide") is in receipt of your letter dated October 14, 2008 wherein you are giving notice to rescind the above-reference loan transaction.

You stated that the basis for the rescission was that the lender failed to comply with the federal Truth in Lending Act ("TILA") and Regulation Z in regard to the necessary disclosures. Specifically, you claim that you did not receive sufficient copies of the disclosures as required by TILA.

As part of our investigation the loan file was reviewed. Enclosed is a copy of the Notice of Right to Cancel ("Notice") which was signed and dated by you, whereby you acknowledged receiving two (2) copies of the fully executed Notice and one (1) copy of the federal Truth in Lending Disclosure Statement. Also enclosed is a copy of the signed and dated federal Truth in Lending Disclosure Statement whereby you acknowledged reading and receiving the disclosure, which is in compliance with TILA.

Based on the foregoing, it does not appear that there were any TILA violations; therefore your request to rescind is denied and this matter is now closed. Please feel free to contact me in writing should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Paula Dalcour".

Paula Dalcour  
Case Management Litigation Liaison, Sr.  
Legal Risk Management

Enclosures

Silvia Hernandez  
4164 Olive Street  
Las Vegas, NV 89104-5112

October 14, 2008

Countrywide Financial  
Corporate Headquarters  
4500 Park Granada  
Calabasas, CA 91302  
805.520.5019 Fax

RE: Account No.: 135806192

VIA CERTIFIED MAIL

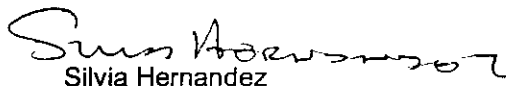
Dear Mortgage Servicer:

Pursuant to TILA, 15 U.S.C. § 1635 and Regulation Z, 12 C.F.R. § 226.23, I hereby exercise my right to rescind the mortgage transaction that is identified by the above referenced account number. The primary basis of the rescission is that of *15 U.S.C. § 1635(a) and Regulation Z, 12 C.F.R. §§ 226.17 and 226.23*.

Pursuant to TILA and Regulation Z, you have twenty days after receipt of the Notice of Rescission to return all monies paid and to take action necessary and appropriate to terminate the security interest. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to a credit agency is a willful violation of TILA and the Fair Credit Reporting Act, 15 U.S.C. § 1681a, et seq.

Please contact Save Your House (or their representatives) at (702) 366.1320 to arrange the delivery to me of all monies paid under the mortgage, including the closing costs, principal, and interest. Additionally, please mail me confirmation the mortgage has been voided and no negative information will be reported to the credit bureaus with respect to this loan.

Regards,

  
Silvia Hernandez

SH/jmp



**HOME LOANS**

Mail Stop, SV-314B  
P.O. Box 5170  
Simi Valley, CA 93062-5170

**Notice Date:** October 14, 2008

**Account No.:** 135806192

Silvia S. Hernandez  
4164 Olive St  
Las Vegas, NV 89104

**Property Address:**  
4164 Olive Street  
Las Vegas, NV 89104

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**IMPORTANT MESSAGE ABOUT YOUR LOAN**

Countrywide Home Loans recently received an authorization request from Save Your House, LLC. for access to your loan information.

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**WHAT THIS MEANS**

Our system has been documented to allow our Customer Service representatives to discuss your loan with Save Your House, LLC. at any time, unless otherwise notified.

Although we can discuss your loan information with Save Your House, LLC., only the parties named in the Note are authorized to make any changes to the loan information.

Please be advised that your concern regarding hardship has been forwarded to the HOPE Team for further research. We appreciate your patience while additional information is obtained. You will be notified in writing once the research is complete. You may also wish to contact our HOPE Team directly at 800-262-4218 for assistance pertaining to hardship.

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**THANK YOU FOR YOUR BUSINESS**

You are a valued customer here at Countrywide Home Loans. It is our continued goal to provide our customers with the highest level of customer satisfaction.

If you have any questions, please contact our Customer Service Department directly at (800) 669-6607.



**National Headquarters**  
**6540 S. Pecos Road, Suite #103**  
**Las Vegas, NV 89120**  
**Phone 702.366.1320 Fax 702.366.1356**

**California Office**  
**13101 W. Washington Blvd, Suite #213**  
**Los Angeles, CA 90066**  
**Phone 310.566.7261 Fax 310.566.7277**

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December 29, 2008

Dear Valued Client,

This letter is to inform you that the Las Vegas office of Save Your House and Dy-Ragos Law Offices have moved to a new location. Effective Monday, December 22, 2008 our office is now located at 6540 S. Pecos Road, Suite #103, Las Vegas, NV., 89120. For those of you familiar with the area, it is directly across the street from Wayne Newton's house.

It is our sincere hope that upgrading our office space and location does not negatively impact our current client base. The office is more accommodating to our growing staffing needs and the area is safer and more secure than the previous location, which will enable us to assist clients with confidence and pride.

Attached please find a general area map that will assist you in locating us. Our phone number has and will remain the same, therefore should you have any questions or need further assistance in finding our new location, please do not hesitate to contact us, and we will be happy to assist you.

As always, all of us at Save Your House are here to serve you, and will continue to take pride in doing so. We all wish you a happy, safe and prosperous New Year! We look forward to assisting you, your families and friends with any mortgage, legal or litigation issues you may have. Please feel confident to contact us for any concerns that you may have.

Thank you again for the opportunity to serve you and to help you pursue and retain your dream and aspirations of being a proud and secure home owner.

Cordially,

The Management Team  
Save Your House

JMP/jme



**ATTORNEY-CLIENT FEE AGREEMENT**  
**CONTINGENT LITIGATION**  
**ABOGADO-CLIENTE TARIFA**  
**CONTRATO de CONTINGENCIA y LITIGACION**

DY-RAGOS LAW OFFICES  
6540 S. PECOS RD.; SUITE #103  
VOICE: 702.579.5656 FAX: 702.366.1356

This Attorney-Client Fee Agreement (the "Agreement") is the written fee agreement that Nevada Rules of Professional Conduct Rule 1.8(i)(2) requires lawyers to have with their clients. We, **Dy-Ragos Law Offices**, ("Attorney"), 6540 S. Pecos Road, Suite #103, Las Vegas, NV 89120 will provide legal services to you, **Silvia Hernandez [Client]**, 4164 Olive Street, Las Vegas, NV 89104, on the terms set forth below. Este acuerdo entre abogado y cliente ("Acuerdo") es el Acuerdo de tarifa que el estado de Nevada obliga a los abogados que deben tener con sus cliente. Nosotros, *Las Oficinas Legales de Dy-Ragos (El "Abogado")*, 6540 S. Pecos Rd., Suite #103, Las Vegas, NV., 89120; provera servicios legales, a *Silvia Hernandez* (el "Cliente"), 4164 Olive Street, Las Vegas, NV 89104, bajo los siguientes terminos;

1. **SCOPE OF SERVICES.** Client is hiring Attorney as Client's attorneys, to represent Client in the matter described on the "Rate Schedule" attached to this Agreement as Exhibit "A," and made part of this Agreement by this reference. In connection with the scope of Attorney's services for this matter, Attorney will provide those legal services reasonably required to represent Client in the matter described in Exhibit "A" to this Agreement. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Services in any matter not described above will require a separate written agreement. **SINOPSIS de SERVICIOS:** "El Cliente" ha contratado al "Abogado" para representar al "Cliente" bajo y por el motivo definido en las tabla de tarifas, anexo a este acuerdo esta la prueba o exhibición "A" que ha sido hecha parte de este acuerdo para referencia. En conexión con la "Sinopsis de Servicios" por este motivo, "el Abogado" proveera por servicios legales razonablemente requeridos por "el Cliente" por el motivo descrito en la prueba o exhibición "A" de este acuerdo. "El Abogado" tomara los pagos adeudados para mantener al "Cliente". Este Acuerdo incluye los servicios de litigación relacionados con motivo y descritos en la prueba o exhibición "A" de este Acuerdo. Servicios en cualquier otro motivo no escritos o definidos en este Acuerdo requirira de otro contrato por separado.
2. **CLIENT.** The Attorney is representing the Client, **Silvia Hernandez**, only in this matter. It is understood by Client and any third party who may be assisting Client financially, emotionally or otherwise, in this matter, that Attorney's duty is to act in the best interest of the Client and Attorney cannot share information about Client's case with anyone other than Client without Client's express permission, preferably in writing. **Silvia Hernandez:** "El Abogado" esta representando al "Cliente" [Nombre de los clientes] única y exclusivamente en este motivo. Esta entendido por el cliente y cualquier terceras personas o entidades que posiblemente ayuden al "Cliente", financieramente, emocionalmente o de cualquier otro tipo, que en este asunto, la obligación del "Abogado" es actuar en el mejor interes del "Cliente", que "el Abogado" jamas compartira informacion personal del "Cliente" con nadie al menos que "el Cliente" lo exprese con autorizacion debiera ser por escrito preferentemente.
3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments relevant to the Scope of Services which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter. **OBLIGACIONES del CLIENTE:** "El Cliente" esta de Acuerdo en ser honesto con "el Abogado", cooperar, y mantener informado al "Abogado" de cualquier informacion y desarrollo, relacionado con la descripcion o sinopsis de servicios, que lleven la atencion del "Cliente", "el Cliente" debe de obedecer las condiciones de este acuerdo, pagarle al "Abogado" sus tarifas correspondientes y pagarles a tiempo, "el Cliente" debe mantener la informado al "Abogado" de cualquier cambios en direccion, telefonos, o en donde ande. "El Cliente" ayudara al "Abogado" en proveer la informacion y documentacion adecuada y necesaria para la representacion descrita en este asunto.
4. **ATTORNEY'S FEES.** The amount Attorney will receive for attorney's fees for the legal services to be provided under this agreement will be: **TARIFAS del ABOGADO:** El total que "el abogado" va a recibir en tarifas por sus servicios legales acordados en este acuerdo son:

- a) Thirty-Three percent (33%) of the gross recovery if the recovery is obtained before the filing of a lawsuit; Treinta y tres por ciento (33%) del total completo recuperado si es obtenido antes de iniciar un proceso de demanda
- b) Forty percent (40%) percent of the net recovery if the recovery is obtained after the filing of a lawsuit but before the arbitration hearing, settlement conference, or trial, whichever occurs first; Cuarenta por ciento (40%) del total completo recuperado si es obtenido despues de haber sometido una demanda en la corte y es resultado es anterior arbitraci3n, exposici3n de queja, acuerdo de ambas partes, o cualquiera de ellas que ocurriera primero.
- c) Fifty percent (50%) of the net recovery if the recovery is obtained at or after the arbitration hearing, settlement conference, or trial, whichever occurs first, but before the filing of Client's brief in an appeal from a court judgment; and Cincuenta por ciento (50%) sidel total completo recuperado si es despues arbitraci3n, exposici3n de queja, acuerdo de ambas partes, o cualquiera de ellas que ocurriera primero incluyendo juicio, pero antes de que existiera apelaciones en la corte y
- d) "Gross recovery" means the total amount received (whether by settlement, arbitration award, or court judgment) before deducting the sum of all "costs," as defined in Exhibit A of this Agreement. "Recuperaci3n neta", quiere decir que el total recibido (por cualquier medio, ya sea acuerdo en la corte, arbitraci3n, o resultado de juicio) y antes de deducir todos los "costos como han sido definidos en exhibici3n "A" de este Acuerdo.
- e) "Net recovery" means the amount remaining after the total amount received (whether by settlement, arbitration award, or court judgment) has been reduced by the sum of all "costs," as defined in Exhibit A of this Agreement. "Resultado neto", quiere decir cualquier cantidad que ha quedado recibida del total (por cualquier medio, ya sea acuerdo en la corte, arbitraci3n, o resultado de juicio) y antes de deducir todos los costos como han sido definidos en el exhibici3n "A" de este Acuerdo.
- f) If payment of all or any part of the amount to be received will be deferred (such as in the case of an annuity, a structured settlement, or periodic payments), the "total amount received," for purposes of calculating the attorney's fees, will be the initial lump-sum payment plus the present value, as of the time of the settlement, final arbitration award, or final judgment, of the payments to be received thereafter. The attorney's fees will be paid out of the initial lump-sum payment. If the initial lump-sum payment is insufficient to pay the attorney's fees in full, the balance will be paid from subsequent payments of the recovery before any distribution to Client. Si algun pago este o estos totales fueran prorrateados en el caso de anualidad, estructura de pago o pagos periodicos, el "total recibido" por prop3sitos de calculo de las tarifas del "Abogado", se pagara de un solo pago del valor presente al momento del acuerdo, ya sea por arbitraci3n, juzgado o pagos posteriores. Las tarifas del "Abogado" seran pagados en una solo exposici3n. Si el pago inicial no fuera suficiente para cubrir las tarifas del "Abogado" el balance restante sera pagado. De las mensualidades que "el Cliente" reciba.
- g) If there is no net recovery, Attorney will receive no attorney's fees. Si no se lograra una recuperaci3n economica, "el Abogado" no recibira tarifa alguna.

5. **NEGOTIATION OF ATTORNEY FEES.** The attorney fees provided for in this Agreement are not set by law, but have been freely negotiated between Attorney and Client. NEGOCIACION de la TARIFAS de ABOGADO: Las tarifas del "Abogado" presentados en este acuerdo no son establecidas por la ley, son negociadas libremente por "el Cliente" y por "el Abogado."
6. **ASSIGNMENT.** Attorney may assign all or any portion of the work to be performed to an associate or to other attorneys in the firm, and may use paralegals or others working under Attorney's supervision. In the event of Attorney's death, disability, impairment, or incapacity, Client agrees that another attorney appointed by my Attorney can protect my rights and help close my Attorney's practice. ASIGNAMIENTO: "Abogado" podria asignar este caso en su totalidad o parcialmente a otro abogado asociado a la firma y podria utilizar paralegales que trabajen bajo la supervision del "abogado". En el evento que "el abogado" falleciera, sufriera desabilidad fisica, invalidez parcial o total, "el cliente" esta de acuerdo que otro "abogado" asignado por su "abogado" puede proteger sus derechos y ayudar al "abogchando" a cerra el caso.
7. **RETAINER.** Client agrees to pay Attorney an initial retainer of \$0.00 on or before January 5, 2009. Unless and until this retainer is paid, and Client has delivered to Attorney a signed copy of this Agreement, Client understands and agrees that Attorney will have no obligation to begin work on the matter described in Paragraph 1, Scope of Services. By Client's signature below, Client specifically agrees that this retainer may be used by Attorney to pay all such fees and costs incurred in Attorney's

representation of Client. Client acknowledges that the retainer is not an estimate of total fees and costs, but merely an advance for security. Any unused retainer at the conclusion of Attorney's representation of Client in this matter will be refunded to Client. **TARIFA de RETENCION:** "Cliente" acepta pagar al "Abogado" una tarifa de retencion de [ \$0.00 ] el o antes de la siguiente fecha [ Date ]. Al menos o hasta que esta tarifa de retencion ha sido entregada al "Abogado" con copia firmada de este acuerdo. "Cliente" entiende y esta de acuerdo que "el Abogado" no tendra ninguna obligacion de iniciar labor alguna o trabajo descrito en esta acuerdo. Las horas de trabajo cargadas seran acreditadas en desquento de la tarifa de retencion. La tarifa de retencion, al igual cualquier otra tarifa de retencion, sera administrada por una cuenta especial propiedad del "Abogado" y seran aplicadas para las tarifas y costos que "el Abogado" tenga en estas situacion. Con la firma del "Cliente" en la parte baja, "el Cliente" acuerdo especificamente que la tarifa de retencion sera usado por "el Abogado" para pagar dichas cuatas y costas incurridas por "el Abogado" por representar "el Cliente". "El Cliente" acuerdo y sabe que la tarifa de retencion no es una estimado del total de las tarifas y costas, pero simplemente una avance de seguridad por sus servicios.

8. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes (a) Client's breach of this Agreement; (b) Client's refusal to cooperate or to follow Attorney's advice on a material matter or (c) any other fact or circumstance that would render Attorney's continuing representation of Client unlawful or unethical. When Attorney's services conclude, all unpaid charges, costs and expenses will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession, whether or not Client has paid for all services. Client understands that to the limited extent Attorney has paid out of pocket expenses for items, which have not yet been reimbursed by client, Attorney may be reimbursed for that particular expense before releasing the item. Attorney will maintain Client's file for seven (7) years after this matter is concluded. Client may request the file at any time during, upon conclusion of, or after conclusion of, this matter. Seven (7) years after the conclusion of this matter, the file may be destroyed without further notice to Client. **DESCARGO y CANCELACION:** "Cliente" podra descargar o cancelar al "Abogado" en cualquier momento. "Abogado" podria cancelar acuerdo con consentimiento del "Cliente" o sin el si es por un buen motivo. Buenos motivos incluyen (a) el que "el Cliente" ignore este Contrato. (b) El que "el Cliente" se refuse a cooperar con "el Abogado" o seguir las instrucciones de este. (c) Cualquier otra circunstancia que haga que "el Abogado" crea no fue etica o ilegal que "el Cliente" recurra y que "el Abogado" asi lo crea. Cuando los servicios del "Abogado" concluyan, todas las tarifas que hayan quedado sin cubrir o pagar, al igual que cualquier costo o tarifas seran cobradas de manera inmediata y subita. Cuando los servicios concluyan "Abogado" y si "el Cliente" asi lo requiere "el Abogado" retornara el file al "Cliente" con cualquier otra propiedad que se encuentre en posesion del "Abogado", sea que "el Cliente" haya terminado de pagar por los servicios del "Abogado" o no. "Cliente" entiende "el Abogado" cuenta con limites en sus gastos del bolsillo o de sus propios fondos, por lo tanto en el caso de que "el Abogado" haya hecho estos gastos las pertenencias incluyendo al acuerdo con "el Cliente" no sera devuelto hasta que "el Cliente" haya pagado estos gastos, o tarifas, y entonces "el Abogado" podra retornar estas pertenencias y acuerdo al "Cliente". "Abogado" mantendra el file y las pertenencias del "Cliente" por siete (7) anos despues de la conclusion de este acuerdo. Siete (7) anos despues de la conclusion de este acuerdo el acuerdo y cualquier pertenencia del "Cliente" sera destruida por complete sin notificacion algun para "el Cliente."
9. **LIEN.** Client hereby agrees to and grants Attorney a lien on any and all claims, causes of action, or amounts which may be adjudged to be owed to Client by others that are the subject of Attorney's representation of Client pursuant to this Agreement, including Exhibit "A." This lien shall be for any and all sums due, owing, and unpaid to Attorney at the conclusion of Attorney's services, and shall attach to any recovery client may obtain in this matter, whether by settlement, arbitration, judgment or otherwise. **EMBARGO:** "Cliente" es notificado y acuerda darle poder de embargarlo por este reclamo o cualquier otro reclamo que asi se haya ejecutado por "el Abogado" como parte de este acuerdo o de cualquier otro. Estos motivos seran comparados y ejecutados de acuerdo a la tabla de tarifas que es parte de la exhibicion "A" y que han sido causas de la representacion con "el Cliente". Este embargo o embargos sera solo y unicamente por las tarifas que se le deban y que sigan pendientes al "Abogado" por ejercicio de su trabajo del "Abogado" y que seran sumadas a las tarifas que se creen por concepto de cobranza, litigacion, cortes, etc.

10. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Client understands and agrees that nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Client further understands and specifically agrees that Attorney has made no such promise or guarantee of any kind, and that all of Attorney's comments about the outcome of the matter are merely expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given. **ACLARACION de GARANTIAS y ESTIMADOS:** "Cliente" entiende y acuerda que nada le ha sido garantizado en este acuerdo y que ninguno de los comentarios del "Abogado" representa una garantia, promesa hecha como parte de este acuerdo. "Cliente" entiende en este momento y en cualquier otro y acuerda especificamente que "el Abogado" no ha hecho promesa alguna o garantizado absolutamente nada y que cualquier comentario del "Abogado" con respecto a este acuerdo o cualquier otro son solo una expresion de opinion solamente. Cualquier estimado de tarifas no son una garantia final y que son solo un estimado aproximado dado por "el Abogado". Las tarifas actuales vanaran o podrian variar en este



- 11. SETTLEMENT.** Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney. **ACUERDO:** "Abogado" no acordara el reclamo del "Cliente" sin la correcta aprobacion del "Cliente", quien tendra poder absolute para aceptar o rechazar cualquier posible acuerdo. "Abogado" notificara al "Cliente" prontamente de cualquier termino que cualquier posible acuerdo pueda tener.
- 12. RECEIPT OF PROPERTY.** All property of Client received by Attorney during Attorney's representation of Client, shall be deposited into Attorney's trust account, safe deposit box or other suitable depository, for disbursement in accordance with the terms of this Agreement. In the event any funds are received in the form of check, cashier's check, certified check, or other negotiable instrument requiring the signature of both Attorney and Client, Client hereby specifically agrees to sign any such check promptly after Attorney's request for Client signature. Client specifically understands and agrees that in order to expedite the disbursement of any funds due Client, Client may be asked to sign such negotiable instruments at the office of Attorney. Client agrees to be available for such signing at any reasonable time upon prior notice from Attorney to Client. **RECIBO ARTICULOS QUE LE PERTENECEN al CLIENTE:** Cualquier articulo que le pretence al "Cliente" recibido por "el Abogado" durante la representacion con "el Cliente" debend e ser depositados en Buen fe, en situaciones como, cuenta con titulo, caja de seguridad con deposito, o cualquier otro tipo situacion igual o similar, que peudan tener acceso y acuerdo en los terminus de este Acuerdo. En el evento que cualquier tarifa hay sido recibida en forma de cheque, cheque de caja, cheque certificado o cualquier otro instrumento debiera ser firmado por ambas partes "Cliente" y "Abogado", "Cliente" especificamente acuerda y firmara estos instrumentos de pago adecuadamente y tan prontamente como haya sido requerido por "el Abogado", "Cliente" especificamente entiende y acuerda que en evento que sea requerido estos instrumentos seran firmados en la oficina del "Abogado", "Cliente" entiende y acuerda que debe de estar disponible para tal evento, de acuerdo a la opinion del "Abogado."
- 13. WARRANTIES.** Client represents and warrants that the person or persons signing this Agreement have full authority to enter into this Agreement for themselves or on behalf of the entities for whom they have acted in signing this Agreement, and to effectuate its terms. **GARANTIAS CLIENTE:** Representa y garantiza que la persona o personas firmando este acuerdo tienen autoridad total para poder firmarlo por si mismos o en representacion de esas entidades o personas, por las que han o estaran firmado este acuerdo y sus terminos.
- 14. GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Nevada. **LEYES QUE RIGEN:** Este acuerdo son aquellas en operacion y ejercicio en el estado de Nevada.
- 15. VENUE.** Venue for any action, whether at law or in equity, shall exclusively reside in the Clark County Courts, Regional Justice Center, and/or United States District Court, District of Nevada, located in Las Vegas, Nevada. **AVENIDA:** La avenida para cualquier accion ya sea una peticion o aclaracion legal seran unica y exclusivamente las cortes Regionales del condado de Clark y / o la corte de distrito de Los Estados Unidos, Distrito de Nevada, localizado en Las Vegas, Nevada, ciudad de Las Vegas.
- 16. ENTIRE AGREEMENT.** This Agreement contains the entire fully integrated agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. **ACUERDO COMPLETO:** Este Acuerdo esta completa en su totalidad y es el acuerdo completo en este caso el que asi se presenta; no hay ni existe ningun otro acuerdo, estado, o promesa hecha antes o despues de la fecha en que este acuerdo tomo efecto entre ambas partes.
- 17. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out. **MODIFICACION SUBSECUENTE de etse ACUERDO:** Etse acuerdo pudiera ser modificado subsecuentemente por ambas partes si existiera una modificacion por escrito o en un acuerdo llevadoca cabo por ambas partes.
- 18. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. **SEVERIDA en el EVENTO de INLIDEZ TEMPORAL:** Si existiera provision de que esta Acuerdo fuera no aplicable por cualquier motivo, la provision o todo el Acuerdo seria sujeto a revision
- 19. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the end of

this Agreement is for reference only. **FECHA DE EFECTIVIDAD:** Este Acuerdo sera regido por su capacidad legal con el "Abogado" en representacion del "cliente" apartir de la fecha en que se firma

20. **RESCISSION.** I AM ENTITLED TO RESCIND THIS AGREEMENT WITHIN 24 HOURS AFTER SIGNING, UPON WRITTEN NOTICE TO MY ATTORNEY. **RESCINDIR:** "El Cliente" puede rescindir este contrato con una notificacion minima de (24) horas

**PURSUANT TO NEVADA RULES OF PROFESSIONAL CONDUCT RULE 1.5(c), PLEASE NOTE THAT, IN THE EVENT OF A LOSS, THE CLIENT MAY BE LIABLE FOR THE OPPOSING PARTY'S ATTORNEY FEES, AND WILL BE LIABLE FOR THE OPPOSING PARTY'S COSTS AS REQUIRED BY LAW. ALSO, A SUIT BROUGHT SOLELY TO HARASS OR TO COERCE A SETTLEMENT MAY RESULT IN LIABILITY FOR MALICIOUS PROSECUTION OR ABUSE OF PROCESS.**

**DE ACUERDO A LAS LEYES DEL ESTADO DE NEVADA EN CONDUCTA PROFESIONAL 1.5(c), POR FAVOR NOTE QUE, EN EL EVENTO DE PERDER, "EL CLIENTE" PUDIERA SER NOMBRADO RESPONSIBLE POR LOS COSTOS DE ABOGADOS DE LA PARTE Oponente, Y SER RESPONSIBLE DE ACUERDO A LA LEY DE ESTAS TARIFAS PARA CON LA PARTE Oponente. AL IGUAL CUALQUIER ACCION LEGAL EJERCIDA PARA MOLESTA Y TRATA UN ACUERDO PUDIERA DAR COMO RESULTADO RESPONSABILIDA MALICIOSA Y PERSECUCION POR ABUSO DEL PROCESO.**

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT. LAS PARTES FIRMANTES ENTIENDEN EL CONTENIDO DE ESTE ACUERDO Y CONFIRMAN QUE LA FECHA ES LA CUAL "EL ABOGADO" INICIO SUS SERVICIOS PARA CON "EL CLIENTE". SI EN LA PARTE BAJA DE ESTE ACUERDO HUBIERA MAS DE UNA PERSONA O PARTE FIRMANDO, AMBAS PERSONA O PARTES SE COMPROMETEN A LAS CONDICIONES DE ESTE ACUERDO. "EL CLIENTE" RECIBIRA UNA COPIA ADECUADA Y COMPLETA DEL PRESENTE ACUERDO.

DATED: \_\_\_\_\_

**Silvia Hernandez**

\_\_\_\_\_  
Address: 4164 Olive Street  
Las Vegas, NV 89104  
Telephone: 702.689.7428

DATED: \_\_\_\_\_

\_\_\_\_\_  
Address:

Telephone:

DATED: \_\_\_\_\_

**Dy-Ragos Law Offices**

By: \_\_\_\_\_  
Ramon L. Dy-Ragos, Esq.  
Address: 6540 S. PECOS ROAD, SUITE #103  
LAS VEGAS, NV 89120  
Telephone: 702.579.5656

## Exhibit "A" / Exhibicion "A"

## Rate Schedule / Las tabla de tarifas

## (Contingent Litigation) CONTINGENCIA y LITIGACION

Client / Cliente: Silvia Hernandez

Description of Matter /: General legal representation of the Client  
 and their residential properties  
 Descripción del Asunto: la representación legal en general del "Cliente" y su propiedad residenciales

A. Hourly Rates for Legal Personnel / Tarifas por hora de personal de la firma:

<u>Name / Nombre</u>	<u>Hourly Rates / Tarifa por Hora</u>
Ramon L. Dy-Ragos	\$160.00
Paralegals / Paralegals	\$110.00
Law Clerks / Trabajadores	\$80.00

B. Billing Units / Unidades que seran cobradas:

We charge for our time in minimum units of 6 minutes (or 1/10 of an hour, 0.1 hours). Nosotros cobramos un minimo de unidades de (6) minutos (o 1/10 de hora, 0.1 horas).

C. Indirect Costs / Costos Indirectos:

<u>Description / Descripción</u>	<u>Rate Charged / Tarifa Cobrada</u>
In-Office photocopying / Fotocopias en la Oficina:	\$0.20 /page / Pa
Facsimile charges / Faxes	\$1.00 /page / Pa
Mileage / Millage:	\$0.505 /mile / Mi

In addition to the indirect costs listed above, certain other expenses may be incurred on behalf of the Client for which the Client will be billed in amounts charged by the providers of goods and services to Dy-Ragos Law Offices and its personnel. Such charges may, but do not necessarily include postage, overnight delivery charges (Federal Express, UPS, Airborne Express, etc.), charges for messengers, long distance telephone charges, cellular telephone charges, parking fees, hotel/motel charges, meals, airfare, tolls, and other similar expenses. Client understands that these fees are impossible to calculate until they are incurred. Nevertheless, Client agrees to pay all charges when necessarily and reasonably incurred. En adición con los costos enlistado arriba, algunos costos mas seran incurridos en nombre del "Cliente" por el cual "el Cliente" sera cobrado o "el Cliente" debera pagar, estos totales seran cobrados por motivos y tarifas de la oficina legal del "Abogado" **Ramon L. Dy-Ragos** y su personal. Dichos cobros no necesariamente incluyen servicio postal, servicio dia siguiente (Federal Express, UPS, etc.) cargos por mensajeria, larga distancia, de telefonos de linea o celulares, cobro de estacionamiento, hotel/motel, alimentos, tarifas aereas, casilla de cobranza y cualquier otro cargo igual o similar. "Cliente" entiende que estas tarifas son imposible de calcular hasta que hayan sido ejecutadas y pagadas. Sin embargo "cliente" entiende y acuerda pagarles asi como cualquier gasto que haya sido necesario y pagado.

D. Direct Costs:

Client understands and agrees that Dy-Ragos Law Offices does not advance sums for direct out-of-pocket costs. Such costs are likely to include fees charged by laboratories, testing facilities and similar entities, outside photocopy or reproduction fees, fees incurred for preparation of blow-ups, fees charged by videographers, and messenger fees. Client understands and agrees that these costs and expenses are extremely difficult to calculate; nevertheless, Client agrees to pay all such charges

when necessarily and reasonably incurred. "Cliente" entiende y acuerda que *La Oficina Legal de Dy-Ragos* no dara gastos directos de su presupuesto dichos costos son como siguen tarifas cobradas por laboratorios, test o pruebas, en facilidades adecuadas o similares, servicio de fotocopiado no hecho en la oficina, servicio de reproduccion de documentos, tarifas de identificacion y preparacion, tarifas a servicios de video filmacion, tarifas de mensajeros. "Cliente" entiende que estas tarifas son imposible de calcular hasta que hayan sido ejecutades y pagados. Sin embargo "Cliente" entiende y acuerda pagarlas asi como cualquier gasto que haya sido necesario y pagado.



**DebtEd, BAPCPA, MEANSNO**

**U.S. Bankruptcy Court  
District of Nevada (Las Vegas)  
Bankruptcy Petition #: 08-18949-lbr**

*Assigned to:* LINDA B. RIEGLE  
Chapter 13  
Previous chapter 7  
Voluntary  
Asset

*Date filed:* 08/10/2008  
*Date converted:* 12/04/2008

***Debtor***  
**SILVIA HERNANDEZ-**  
**SALAZAR**  
4164 OLIVE STREET  
LAS VEGAS, NV 89104  
SSN / ITIN: xxx-xx-8576

represented **GWYNNE R. DUMBRIGUE**  
by DUMBRIGUE LAW FIRM,  
LTD.  
633 S. FOURTH STREET,  
SUITE 9  
LAS VEGAS, NV 89101  
(702) 638-0505  
Fax : (702) 233-0506  
Email:  
grdumbrigue@dumbriguelaw.com

***TERMINATED: 10/17/2008***

**NARRAH F NEWARK**  
**WEISS WEISS NEWARK &**  
**NEWARK**  
2300 W. SAHARA #500, BOX  
34  
LAS VEGAS, NV 89102  
(702) 933-5500  
Fax : (702) 933-4167  
Email: Bk@weiss-weiss.com

**Trustee****YVETTE WEINSTEIN**

6450 SPRING MTN RD #14

LAS VEGAS, NV 89146

(702) 364-8919

*TERMINATED: 12/04/2008***Trustee****KATHLEEN A. LEAVITT**

201 LAS VEGAS BLVD., SO.

#200

LAS VEGAS, NV 89101

(702) 853-0700

**U.S. Trustee****U.S. TRUSTEE - LV - 7**

300 LAS VEGAS

BOULEVARD, SO.

SUITE 4300

LAS VEGAS, NV 89101

*TERMINATED: 12/04/2008*

<b>Filing Date</b>	<b>#</b>	<b>Docket Text</b>
08/10/2008	<u>1</u>	Chapter 7 Voluntary Petition. Fee Amount \$299. Filed by GWYNNE R. DUMBRIGUE on behalf of SILVIA HERNANDEZ-SALAZAR (DUMBRIGUE, GWYNNE) (Entered: 08/10/2008)
08/10/2008	<u>2</u>	Meeting of Creditors and Notice of Appointment of Trustee YVETTE WEINSTEIN. 341 meeting to be held on 09/19/2008 at 08:00 AM at 341s - Foley Bldg,Rm 1500. Objections to Discharge due by 11/18/2008. (Entered: 08/10/2008)

08/10/2008	<u>3</u>	Statement of Social Security Number(s). <b>This document contains sensitive information and cannot be viewed by the public.</b> Filed by GWYNNE R. DUMBRIGUE on behalf of SILVIA HERNANDEZ-SALAZAR (DUMBRIGUE, GWYNNE) (Entered: 08/10/2008)
08/10/2008	<u>4</u>	Declaration Re: Electronic Filing Filed by GWYNNE R. DUMBRIGUE on behalf of SILVIA HERNANDEZ-SALAZAR (DUMBRIGUE, GWYNNE) (Entered: 08/10/2008)
08/10/2008	<u>5</u>	Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A . Filed by GWYNNE R. DUMBRIGUE on behalf of SILVIA HERNANDEZ-SALAZAR (DUMBRIGUE, GWYNNE) (Entered: 08/10/2008)
08/10/2008	<u>6</u>	Certificate of Credit Counseling Filed by GWYNNE R. DUMBRIGUE on behalf of SILVIA HERNANDEZ-SALAZAR (DUMBRIGUE, GWYNNE) (Entered: 08/10/2008)
08/11/2008	7	Receipt of Filing Fee for Voluntary Petition (Chapter 7)(08-18949) [misc,volp7a] ( 299.00). Receipt number 5396501, fee amount \$ 299.00. (U.S. Treasury) (Entered: 08/11/2008)
08/11/2008	<u>8</u>	Notice of Requirement to File Certification of Completion of Instructional Course Concerning Financial Management. (Tilton, SP) (Entered: 08/11/2008)

08/11/2008	<u>9</u>	Order Determining Debtor's Compliance with Filing Requirements of 11 U.S.C. Section 521(a)(1) (Tilton, SP) (Entered: 08/11/2008)
08/13/2008	<u>10</u>	BNC Certificate of Mailing (Related document (s) <u>2</u> Meeting of Creditors Chapter 7 No Asset (BNC)) No. of Notices: 23. Service Date 08/13/2008. (Admin.) (Entered: 08/13/2008)
08/13/2008	<u>11</u>	BNC Certificate of Mailing. (Related document (s) <u>8</u> Notice of Requirement to File Certification of Completion of Instructional Course Concerning Financial Management (BNC)) No. of Notices: 2. Service Date 08/13/2008. (Admin.) (Entered: 08/13/2008)
08/13/2008	<u>12</u>	BNC Certificate of Mailing. (Related document (s) <u>9</u> Order Determining Debtor's Compliance with Filing Requirements of 11 U.S.C. Section 521(a)(1) (BNC)) No. of Notices: 27. Service Date 08/13/2008. (Admin.) (Entered: 08/13/2008)
09/21/2008	13	341 Meeting Concluded - Assets (WEINSTEIN, YVETTE) (Entered: 09/21/2008)
10/07/2008	<u>14</u>	Request for Special Notice with Certificate of Service <i>WITH CERTIFICATE OF MAILING</i> Filed by JEREMY T BERGSTROM on behalf of COUNTRYWIDE HOME LOANS, INC. (BERGSTROM, JEREMY) (Entered: 10/07/2008)
		Ex Parte Motion and Order for Substitution of Attorney. adding NARRAH F NEWARK for SILVIA HERNANDEZ-SALAZAR, terminating GWYNNE R. DUMBRIGUE. (Wenszell, GL)

10/17/2008	<u>15</u>	(Entered: 10/17/2008)
10/23/2008	<u>16</u>	Motion to Convert Case to Chapter 13. , Motion to Vacate Discharge <i>If Issued</i> Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (NEWARK, NARRAH) (Entered: 10/23/2008)
10/23/2008	<u>17</u>	Motion for Order Shortening Time Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (Related document (s) <u>16</u> Motion to Convert Case to Chapter 13, Motion to Vacate Discharge filed by Debtor SILVIA HERNANDEZ-SALAZAR) (NEWARK, NARRAH) (Entered: 10/23/2008)
10/23/2008	<u>18</u>	Attorney Information Sheet Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (Related document (s) <u>17</u> Motion for Order Shortening Time, filed by Debtor SILVIA HERNANDEZ-SALAZAR) (NEWARK, NARRAH) (Entered: 10/23/2008)
10/24/2008	<u>19</u>	Order Shortening Time (Related document(s) <u>17</u> ). Hearing scheduled 11/6/2008 at 03:00 PM at LBR-Courtroom 1, Foley Federal Bldg.. (Related document(s) <u>16</u> Motion to Convert Case to Chapter 13, Motion to Vacate Discharge filed by Debtor SILVIA HERNANDEZ-SALAZAR.) (Rawling, BR) (Entered: 10/24/2008)
		Certificate of Service Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (Related document(s) <u>17</u> Motion for Order Shortening Time, filed by Debtor SILVIA HERNANDEZ-SALAZAR, <u>16</u> Motion to

10/24/2008	<u>20</u>	Convert Case to Chapter 13, Motion to Vacate Discharge filed by Debtor SILVIA HERNANDEZ-SALAZAR, <u>19</u> Order on Motion for Order Shortening Time, ) (NEWARK, NARRAH) Modified on 10/27/2008 to remove relation to #18 (Wenszell, GL). (Entered: 10/24/2008)
10/24/2008	<u>21</u>	Notice of Entry of Order with Certificate of Service Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (Related document(s) <u>15</u> Order Substitute Attorney) (NEWARK, NARRAH) (Entered: 10/24/2008)
12/04/2008	<u>22</u>	Order Granting Motion To Convert From Chapter 7 To Chapter 13 and For Revocation Of Chapter 7 Discharge, If Issued (Related document(s) <u>16</u> ), Mooting Motion to Vacate Discharge (Related document(s) <u>16</u> ) (Leavitt, RL) (Entered: 12/04/2008)
12/04/2008	<u>23</u>	Meeting of Creditors 341 meeting to be held on 1/20/2009 at 04:00 PM 341s - Foley Bldg,Rm 1500 Confirmation hearing to be held on 2/19/2009 at 01:30 PM Foley Bldg,Third Floor Objection to Dischargeability of Certain Debts Due 3/23/2009. Proof of Claim due by 4/20/2009 (Leavitt, RL) (Entered: 12/04/2008)
12/05/2008	<u>24</u>	Notice of Entry of Order with Certificate of Service Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (Related document(s) <u>22</u> Order on Motion to Convert Case To Chapter 13, Order Vacating Discharge (BNC)) (NEWARK, NARRAH) (Entered: 12/05/2008)

12/06/2008	<u>25</u>	BNC Certificate of Mailing (Related document (s) <u>23</u> Meeting of Creditors Chapter 13 (BNC), Meeting of Creditors Chapter 13 (BNC)) No. of Notices: 24. Service Date 12/06/2008. (Admin.) (Entered: 12/06/2008)
12/16/2008	<u>26</u>	Notice of Trustee's Intent to Abandon Real Property Located at 4161 Olive Street, Las Vegas, NV 89104. (WEINSTEIN, YVETTE) (Entered: 12/16/2008)
12/19/2008	<u>27</u>	BNC Certificate of Mailing - pdf (Related document(s) <u>26</u> Notice of Trustee's Intent to Abandon (BNC)) No. of Notices: 30. Service Date 12/19/2008. (Admin.) (Entered: 12/20/2008)
12/29/2008	<u>28</u>	Amended Schedule[s] A, Real Property Amount: \$ 250000, B, Personal Property Amount: \$ 22710, C, D, Creditors Holding Secured Claims Amount: \$ 283611.38, E, Creditors Holding Unsecured Priority Claims Amount: \$ 0, F, Creditors Holding Unsecured Nonpriority Claims Amount: \$ 45738.82, G, H, I, Average Income Amount: \$ 3614.89, J, Current Expenditures Amount: \$ 3285, Summary of Schedules, Declaration Concerning Debtor[s] Schedules, Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (NEWARK, NARRAH) (Entered: 12/29/2008)
12/29/2008	<u>29</u>	Amended Statement of Financial Affairs Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (NEWARK, NARRAH) (Entered: 12/29/2008)
		Disclosure of Compensation of Attorney for



12/29/2008	<u>30</u>	Debtor Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (NEWARK, NARRAH) (Entered: 12/29/2008)
12/29/2008	<u>31</u>	Chapter 13 Plan #1 (NEWARK, NARRAH) (Entered: 12/29/2008)
12/29/2008	<u>32</u>	Instructions to Trustee and Assignment of Interest (NEWARK, NARRAH) (Entered: 12/29/2008)
12/30/2008	<u>33</u>	Hearing Scheduled/Rescheduled. Confirmation hearing to be held on 2/19/2009 at 01:30 PM at Foley Bldg, Third Floor. (Related document(s) <u>31</u> Chapter 13 Plan #1 (BNC)) (Wenszell, GL) (Entered: 12/30/2008)
01/01/2009	<u>34</u>	BNC Certificate of Mailing - pdf (Related document(s) <u>31</u> Chapter 13 Plan #1 (BNC)) No. of Notices: 29. Service Date 01/01/2009. (Admin.) (Entered: 01/01/2009)
01/13/2009	<u>35</u>	Objection to Confirmation of Plan <i>with Certificate of Mailing</i> Filed by JEREMY T BERGSTROM on behalf of COUNTRYWIDE HOME LOANS, INC. (Related document(s) <u>31</u> Chapter 13 Plan #1 (BNC).)(BERGSTROM, JEREMY) (Entered: 01/13/2009)
01/20/2009	<u>36</u>	Trustee's Opposition to Confirmation of Plan Combined with Trustee's Recommendation for Dismissal. <i>Plan 1</i> (LEAVITT (ec), KATHLEEN) (Entered: 01/20/2009)
01/21/2009	<u>37</u>	341 Meeting Concluded - Assets (LEAVITT (jy), KATHLEEN) (Entered: 01/21/2009)
		BNC Certificate of Mailing - pdf (Related



01/23/2009	<u>38</u>	document(s) <u>36</u> Trustee's Opposition to Confirmation/Recommendation for Dismissal (BNC)) No. of Notices: 32. Service Date 01/23/2009. (Admin.) (Entered: 01/23/2009)
02/19/2009	<u>39</u>	<b>Virtual Minute Entry in reference to hearing On: 02/19/2009</b> <b>Subject:</b> CHAPTER 13 PLAN #1. <b>Appearances:</b> SARAH SMITH, ATTORNEY FOR KATHLEEN LEAVITT, TRUSTEE. <b>Proceedings:</b> CONTINUED TO. (vCal Hearing ID (207585)).(related document (s) <u>31</u> ) Confirmation hearing to be held on 03/26/2009 at 01:30 PM at Foley Bldg, Third Floor.(jlw) (Entered: 02/20/2009)
03/26/2009	<u>40</u>	<b>Virtual Minute Entry in reference to hearing On: 03/26/2009</b> <b>Subject:</b> CHAPTER 13 PLAN #1. <b>Appearances:</b> SARAH SMITH, ATTORNEY FOR KATHLEEN LEAVITT, TRUSTEE. <b>Proceedings:</b> CONTINUED TO. (vCal Hearing ID (214247)).(related document (s) <u>31</u> ) Confirmation hearing to be held on 04/23/2009 at 01:30 PM at Foley Bldg, Third Floor.(jlw) (Entered: 03/27/2009)
03/31/2009	<u>41</u>	Withdrawal of Claim: 8 with Certificate of Service (LEE <u>2</u> , THOMAS) (Entered: 03/31/2009)
04/09/2009	<u>42</u>	Amended Statement of Financial Affairs Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (NEWARK, NARRAH) (Entered: 04/09/2009)
		Chapter 13 Statement of Current Monthly and

04/09/2009	<u>43</u>	Disposable Income (Form 22C) Filed by NARRAH F NEWARK on behalf of SILVIA HERNANDEZ-SALAZAR (NEWARK, NARRAH) (Entered: 04/09/2009)
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